

**Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024**

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David 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; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Deputy Director, Josh Anders; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell, and Austin Lines; Budget Officer, Staci Knisley; Interim RPC Director, Holly Mattei; and Sheriff's Deputy, Gary Hummel. Also in attendance: Sherry Pymmer, Bryan Everitt, Ray Stemen, Stephanie Taylor, Brandy Marshall, Kelsi Snider, Melissa Hoover-Connor, and Major Bryan DeMichael.

Virtual attendees: Lori Hawk, Jeanie Wears, Jennifer Morgan, Bill, Jessica Murphy, Shannon, Ashley Arter, Jeff Barron, Baylie Blevins, Marcy Fields, Tiffany Wilson, Deborah, Bev Hoskinson, Greg Forquer, Abby King, Joe Ebel, Shelby Hunt, Britney Lee, Tony Vogel, Jerry Stamer, Tony Howard, Lori Lovas, Nicole Schultz, and Arika Farrar.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

2025 Budget Overview

Mr. Hampson provided an overview of the 2025 Budget which was on the agenda for the Commissioners' consideration. He compared the expenses and revenues in the 2024 revised Budget and proposed 2025 Budget. Mr. Hampson spoke on current investments that would reduce future costs such as a reduction in lease expenses and upgrades in properties for greater energy efficiency. He also spoke about additional building, community, and technology investments. Mr. Hampson provided a PowerPoint which can be viewed in the minutes.

Commissioner Fix thanked Mr. Hampson and County financial staff for their work throughout the budget process.

Commissioner Davis also thanked all those involved in the 2025 Budget and asked Mr. Hampson if the county had received money from the state for the Sales Tax Holiday.

Mr. Hampson stated that he would verify and respond back to the Board.

Public Comments

Ray Stemen of Lancaster stated he has been attending Commission meetings for 12 years and has seen many changes. He added that he appreciates that the current group works well together, and he would like those relationships to continue. He wished everyone a Merry Christmas and a Happy New Year and offered a prayer.

Bryan Everitt of Lancaster provided a brief update on the Amanda solar project and provided a newsletter that is included in the minutes.

Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024

Melissa Hoover-Conner of Walnut Township stated she secured letters from 12 townships which were provided to the Ohio Power Siting Board. She also spoke about the process of participating in the OPSB hearings.

Stephanie Taylor of Habitat for Humanity of Southeast Ohio introduced Kelsi Snider, their new Communications person. Ms. Taylor stated that Habitat is still building throughout the winter and is in need of volunteers.

The Commissioners welcomed Ms. Snider.

Salvation Army Report to the Community

Major Bryan DeMichael from the Lancaster and Fairfield County Salvation Army provided the 2023-2024 Report to the Community and a rendering of a proposed new facility (which are both included in the minutes.) Major DeMichael spoke about the agency's funding. Contributions make up 79% of the income, 15% comes from government funding sources, and the other 6% from investments and the United Way. Programming accounts for 90% of the expenses and administrative costs and fundraising is responsible for the other 10%. The Salvation Army consists of Adult Day Services, Worship, Youth and Social Ministries. Adult Day Services programming has allowed 92% of participants to delay placement in a permanent care facility and 100% have stated that the service has improved quality of life. There were 2,725 Worship and 1,122 small group participants in 2023 and 2024 and 2,841 youth who participated in activities. Through Social Ministries, 13,866 individuals were served, 12,942 received Christmas items, and 102,495 meals were provided.

Commissioner Levacy spoke about an acquaintance who uses the Adult Day Service and stated the program is excellent. The Commissioner also asked about the progress of their capital project.

Major DeMichael replied that the Salvation Army is thrilled to provide the Adult Day Service. He added that they are at 50% on the capital project and almost to the first benchmark in project funding. He further added that the Salvation Army is working on funding sources for two additional pieces of the project.

Commissioner Fix thanked Major DeMichael and the Salvation Army team and stated that the services provided are greatly needed. The Commissioner spoke about growth and about plans to sustain that growth.

Major DeMicheal stated that the mission is to serve people and the agency trusts that God will provide the resources.

Commissioner Fix asked if the local agency receives assistance from the national organization and about the percentage of revenue generated from the Red Kettle Program.

Major DeMichael stated that the local agency does not receive dollars from the national agency, but all monies raised in Fairfield County stay in Fairfield County. The Red Kettle Program provides approximately 7% of annual funding.

Ms. Cordle spoke about county employee participation in the Red Kettle Program.

Commissioner Davis stated his appreciation for the Salvation Army and their always growing relationship with the county.

**Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024**

Major DeMichael also stated his appreciation of the relationship.

Commissioner Levacy stated that the Commissioners would like to continue to be helpful to the Salvation Army.

Ms. Cordle spoke about exploring options to expand services with Hicks Partners for possible grant funding for the Salvation Army. She added that Mr. Szabrak would reach out to Hicks Partners to see how they might assist.

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

Fairfield County Subdivision Regulations

The Commissioners held a public hearing last Tuesday, December 3rd, for the Subdivision Regulations. That evening the Regional Planning Commission voted to approve the revisions. The Subdivision Regulations can be viewed on the County's website under the Regional Planning Commission, and the "Subdivisions" tab. Commissioner Fix stated the subdivision regulations were a big lift and is grateful for RPC's work. When he is out speaking and able to speak about it, it is clear no one else is doing what we are doing.

Commissioner Fix thanked everyone who worked on the revision for the Subdivision Regulations. He added that Fairfield County has been progressive, unlike most other counties, in working on development pieces that benefit developers, landowners, and communities.

The State Awards \$86.1 Million for Brownfield Remediation

Last week, the DeWine/Husted administration announced another round of funding under the Brownfield Remediation Program. The latest round distributes \$86.1 million to 81 projects across 46 counties.

The Fairfield County Land Bank received \$254,606 in funding for the remediation of the former Laurel Market Gas Station. This project involves the removal and closure of two abandoned underground storage tanks and remediation of petroleum-contaminated soil. The activities will be conducted in accordance with Ohio EPA and Bureau of Underground Storage Tank Regulations (BUSTR) standards. Following remediation, the property will be transferred to Walnut Township or a private entity for redevelopment.

Salvation Army Red Kettle Campaign

Employees from the County Administration team, Juvenile/Probate Court, and Soil and Water volunteered to "ring the bell" for The Salvation Army last weekend.

Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024

ED 411 Conference

Fairfield County and the City of Lancaster were well represented at last week's Economic Development 411, an event orchestrated by The Columbus Region. Bringing together more than 700 individuals from local governments, community organizations, and businesses across the 11 counties that comprise central Ohio, ED 411 is a half-day meeting of the minds and development of partnerships. Attending were representatives from the City of Lancaster, Fairfield County, Visit Fairfield County, Destination Downtown Lancaster, The Deleon Real Estate Group, Ohio University, Fairfield County Port Authority, Fairfield Homes, and the Lancaster Fairfield Chamber of Commerce.

Director Szabrak stated that it was great to see so many collaborative minds come together.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 32 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- The first resolution for you to consider is a resolution for the 2025 Annual Appropriations Budget.
- You have two resolutions to approve the Meals on Wheels/Senior Hub Community Grant Awards. The first resolution approves 16 grants totaling \$218,385.00. The second resolution is to approve a \$15,000.00 grant for a grocery delivery project in Violet Township that was outside of the 2025 grant cycle. We spoke about this additional grant last week in the Review portion of our meeting.
- Two resolutions appointing RPC Board Members. The first is to reappoint Vince Carpico and the second resolution appoints Tiffany Wilson.

Ms. Mattei stated that she was very grateful to finally have a full Regional Planning Commission.

- There is a resolution for approving the right of entry agreement with ODOT for the 33/Pickerington Road Interchange Project.
- The Auditor's Office has a resolution to authorize the approval of a contract amendment with Tyler Technologies for maintenance and support of Enterprise ERP and related applications.
- A resolution from the Engineer's Office for a change order for the Salt Barn pavement project.
- A resolution to approve a contract with Steed Hammond Paul Inc, dba SHP Architects for the 1550 Sheridan Drive renovations. And a resolution to approve the RFQ for design services for SHP Architects.

Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024

Mr. Kochis stated that he is excited to work with SHP Architects and added they had been a great partner at the Workforce Center.

- A resolution to approve the bid award from Elite Air for the HVAC replacement on the roof of the Government Services Building.
- A resolution approving a lease amendment for the agreement with Congressman Troy Balderson.
- A resolution from JFS to approve an updated agreement between JFS and Transit for demand responsive transportation services.
- A resolution from the Sheriff's Office to enter into a grant agreement with ODNR for the Marine Patrol Program. The Sheriff's Office has a 25% match for this grant and the grant is capped at \$35,000.00.
- Transit has a resolution to authorize them to file grants with ODOT through the Federal Transit Administration.
- Utilities has a resolution for land lease agreements with Hummel Farms, R Miller Farms, Brandt Family Farms, and Beard Farms.

Josh Anders stated the resolution would provide access to the fields, especially with the new Pickerington Road overpass.

- Utilities also has a resolution to approve the contract award to Mid Ohio Utilities for the Greenfield Water Main Extension Project. This is an ARP project.

Budget Review

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

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- Transportation Improvement District Meeting, December 10, 2024, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Rhonemus Cellars Ribbon Cutting Ceremony, December 11, 2024, 3:30 p.m., 1151 George Rd. NE, Lancaster
- Walnut Stormwater Mitigation Meeting , December 11, 2024, 7:00 p.m., Former American Legion Hall, 2557 Canal Drive, Millersport
- JFS All Staff Meeting, December 12, 2024, 8:00 a.m. - 11:00 a.m., and 1:00 p.m. – 4:00 p.m., Liberty Center, 951 W. Fair Ave., Lancaster
- Fairfield County Economic Update, December 13, 2024, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- MCJDC Holiday Happenings Event, December 13, 2024, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster
- South Licking Water Conservancy District Annual Meeting, December 13, 2024, 2:00 p.m., Licking County Administration Building, Basement Level, 20 S. Second St., Newark

Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024

Correspondence

- MORPC State of the Region, March 21, 2025, 11:00 a.m., Hilton Columbus Downtown, 402 N. High St., Columbus
- Letter, Executive Director of Lancaster-Fairfield Community Action Agency Regarding Change in Leadership

Ms. Cordle stated that Randall Hunt will be the new Director of Community Action as Clinton Davis is stepping down on December 31st.

- Letter, the Fairfield County Early Childhood Association Board Regarding their Association and the Gift of Time Event
- Lancaster Fairfield County Chamber of Commerce News Release, December 5, 2024, "Lancaster Fairfield County Chamber of Commerce Announces 2025 Civics Bee Participation
- Congratulatory Notes to Commissioners Levacy and Davis on their Re-elections from the Columbus Partnership
- Memo, Dr. Carri Brown, County Auditor, December 5, 2024, Subject: Lodging Tax Update and Social Media Outreach
- Fairfield County Auditor's "Wins of the Week", December 5, 2024
- Correspondence Regarding Industrial Solar Projects
- Flyer, Fairfield County Park District's Upcoming Events
-

Old Business

Commissioner Fix stated that Pleasant Township approved their new zoning plan. He added that he attended the RPC meeting the previous week and that the new commission members were already participating and asking questions. He also attended the CCAO Winter Conference where he hosted a well-received roundtable discussion on housing.

Commissioner Levacy stated that he attended a MORPC meeting at the new Ohio Health Hospital facility in Pickerington. He also talked highly about the facility and stated the hospital is already planning for future development.

New Business

Commissioner Levacy wished everyone a Blessed Christmas and a Happy New Year.

Commissioner Fix stated he will be meeting with the Village of Rushville to go over their land use plan. He wished everyone a great Christmas.

Treasurer Bahnsen stated the Treasurer's Office is in the process of adding new technology to assist with how they process payments.

Recorder McKenzie stated she is thankful for everyone's collaboration in 2024 as well as the great group of people working for Fairfield County. She added that Laurie Kennedy will retire on Christmas Eve after 20 plus years in the Recorder's Office.

**Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024**

Dr. Brown provided an update on the Lodging Tax and spoke about monitoring sales tax revenue as consumer confidence grows. She added that she is looking forward to ongoing technological improvements for county staff and residents.

Mr. Szabrak stated he attended the groundbreaking for the new terminal at John Glenn International Airport; which will be very important for bringing new businesses to the Columbus region. He added that the county's Economic Update is December 13th and a presenter from OU will provide in-depth information about the economy.

Director Kochis stated the HVAC units for JFS will be delivered in June and will be installed with the use of a crane. He added that there are several new and ongoing capital projects such as the Workforce Center, the Sheridan Center, and JFS.

Director Clark stated the Holiday Donation Drive is going well. The goal of JFS was to receive 50 bikes, and 80 bikes were donated. Approximately 500 children and seniors will benefit from donations this year.

Regular (Voting) Meeting

The Commissioners continued to the Regular Meeting and the following Commissioners were present: Jeff Fix, Steve Davis, and David 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; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities & EMA Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Deputy Director, Josh Anders; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell, and Austin Lines; Budget Officer, Staci Knisley; Interim RPC Director, Holly Mattei; and Sheriff's Deputy, Gary Hummel. Also in attendance: Sherry Pymer, Bryan Everitt, Ray Stemen, Stephanie Taylor, Brandy Marshall, Kelsi Snider, Melissa Hoover-Connor, and Major Bryan DeMichael.

Virtual attendees: Lori Hawk, Jeanie Wears, Jennifer Morgan, Bill, Jessica Murphy, Shannon, Ashley Arter, Jeff Barron, Baylie Blevins, Marcy Fields, Tiffany Wilson, Deborah, Bev Hoskinson, Greg Forquer, Abby King, Joe Ebel, Shelby Hunt, Britney Lee, Tony Vogel, Jerry Starner, Tony Howard, Lori Lovas, Nicole Schultz, and Arika Farrar.

Announcements

Rochelle stated there will be a walk-on resolution. The resolution will be 2024-12.10.gg and will be announced after the Commissioners' resolutions on the current agenda.

Approval of Minutes for December 3, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, December 3, 2024, meeting.

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

**Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024**

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:

- 2024-12.10.a A Resolution Approving the 2025 Annual Appropriation Measure, the 2025 County Budget
- 2024-12.10.b A Resolution Approving Community Grant Awards for the Meals on Wheels Older Adults Services (The Senior Hub) Levy
- 2024-12.10.c A Resolution Approving an Additional Community Grant Award Outside of the 2025 Grant Cycle for the Meals on Wheels Older Adults Services (The Senior Hub) Levy
- 2024-12.10.d A resolution to reappoint Mr. Vince Carpico to the Fairfield County Regional Planning Commission.
- 2024-12.10.e A resolution to appoint Ms. Tiffany Wilson to the Fairfield County Regional Planning Commission
- 2024-12.10.f A resolution to approve a memo expense and memo receipt for reimbursing Fairfield County Utilities for mowing.
- 2024-12.10.g A resolution to approve a fund to fund transfer for the Furtherance of Justice (FOJ) Appropriation for the County Prosecutor as a fund to fund transfer.
- 2024-12.10.h A resolution to approve the Furtherance of Justice (FOJ) appropriation for the County Sheriff as a fund to fund transfer.

Commissioner Levacy thanked everyone for their work on the budget preparation.

Roll call vote of the motion resulted as follows:

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

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

- 2024-12.10.gg A Resolution Approving a Right of Entry Agreement with the Ohio Department of Transportation regarding the U.S.R. 33/Pickerington Road Interchange Project

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:

- 2024-12.10.i A resolution authorizing the approval of a contract amendment between Tyler Technologies Inc and the Fairfield County Commissioners.

**Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024**

Auditor Brown thanked the ERP Governance Committee and Amy Brown-Thompson for their assistance.

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 – Real Estate

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 – Real Estate:

2024-12.10.j A resolution authorizing a memo expense memo receipt for reimbursement of agency share of ArcGIS Online License fees for fund 2022 – REA Department

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

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

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

2024-12.10.k A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

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

Approval of 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:

2024-12.10.l A resolution to approve a Change Order for the Salt Barn Concrete Pavement Project.

2024-12.10.m A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation and comp time payout

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

Approval of Resolutions from Fairfield County Facilities

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

2024-12.10.n A Resolution to approve a Contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

**Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024**

- 2024-12.10.o A Resolution to Approve the Contract Bid Award for the Government Service Center 239 West Main Roof Top HVAC Replacement, and Assign Agreement Signing Authority
- 2024-12.10.p A Resolution to Approve the Request For Qualifications selection for the Design Architectural Services for the Sheridan Center.
- 2024-12.10.q A Resolution Authorizing the Approval of Lease Amendment No. 1 with Congressman Troy Balderson at the Fairfield Center

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

Approval of Resolutions from Fairfield County Job and Family Services

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

- 2024-12.10.r A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services
- 2024-12.10.s A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018
- 2024-12.10.t A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services
- 2024-12.10.u A resolution to assign authority to the Director of the Fairfield County Department of Job and Family Services to serve as the designee of the Board of County Commissioners to approve inter-county adjustment agreements relating to the allocation of funds issued by the Ohio Department of Job and Family Services for specific period of time.
- 2024-12.10.v A resolution authorizing the approval of an updated Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services.
- 2024-12.10.w A resolution regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services
- 2024-12.10.x A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018
- 2024-12.10.y A resolution regarding a Purchase of Service Contract between Avertest, LLC dba Averhealth and Job & Family Services
- 2024-12.10.z A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Guiding Path for Girls.

**Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024**

Ms. Cordle stated that resolution 2024-12.10.u would allow Mr. Clark to collaborate with other agencies around the state.

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:

2024-12.10.aa A Resolution to Enter into a Grant Agreement with the Ohio Department of Natural Resources

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

Approval of a Resolution from Fairfield County Transit

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

2024-12.10.bb A resolution to authorize the filing of applications with the Ohio Department of Transportation (ODOT) for grants through the United States Department of Transportation Federal Transit Administration (FTA), and any other grants that become available through ODOT and executing a contract with ODOT upon each grant application approval

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:

2024-12.10.cc Approval of Land Lease Agreements with Hummel Farms (Mike Hummel and John Hummel), R Miller Farms LLC (Larry Francis and Mike Miller), Brandt Family Farms (Chris Brandt) and Beard Farms, LLC. – (Ethan Beard).

2024-12.10.dd A resolution to approve the contract award for the Greenfield Water Main Extension Project; ARP fiscal recovery fund #2876 and Utilities fund 5841 GF Water

2024-12.10.ee A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department

Commissioner Davis asked if resolution 2024-12.10.cc contained a new lease agreement.

Josh Anders replied that the lease agreements would all be renewals.

Regular Meeting #55 - 2024
Fairfield County Commissioners' Office
December 10, 2024

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:

2024-12.10.ff A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

Adjournment

Commissioner Fix spoke about Ray Stemen, who attended meetings for the past 12 years. He added his appreciation for Ms. Stemen's diligence and tenacity and thanked Mr. Stemen for taking the time to participate in the meetings.

Commissioner Davis stated that he is concluding his 30th year of public service in the community and wishes to continue serving.

With no further business, On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:07 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, January 7, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: Jeff Fix

Seconded by: Steve Davis

that the December 10, 2024, minutes were approved by the following vote:

YEAS: Jeff Fix, Steve Davis, Dave Levacy

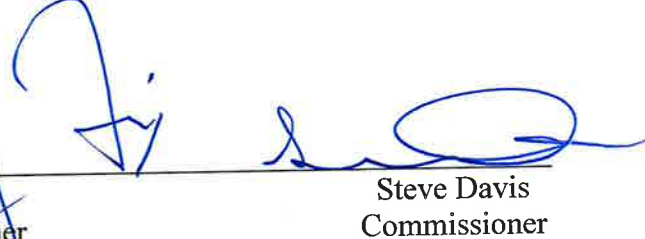
NAYS: None

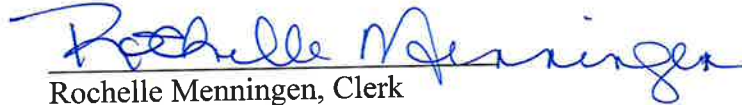
ABSTENTIONS:

*Approved on January 7, 2025


Dave Levacy
Commissioner


Jeff Fix
Commissioner


Steve Davis
Commissioner


Rochelle Menningen, Clerk



REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, December 10, 2024
9:00 a.m.

1. Review

Purpose of Review Meeting: *To prepare for formal actions of county business, such as Commission resolutions; and to provide time for county leadership to connect about matters of county business.*

2. Welcome

3. 2025 Budget Overview

4. Salvation Army Report to the Community, Major Bryan DeMichael, 9:15 a.m.

5. Public Comments

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

6. Legal Update

7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Transportation Improvement District Meeting, December 10, 2024, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - ii. Rhonemus Cellars Ribbon Cutting Ceremony, December 11, 2024, 3:30 p.m., 1151 George Rd. NE, Lancaster
 - iii. Walnut Stormwater Mitigation Meeting , December 11, 2024, 7:00 p.m., Former American Legion Hall, 2557 Canal Drive, Millersport
 - iv. JFS All Staff Meeting, December 12, 2024, 8:00 a.m. - 11:00 a.m., and 1:00 p.m. – 4:00 p.m., Liberty Center, 951 W. Fair Ave., Lancaster
 - v. Fairfield County Economic Update, December 13, 2024, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
 - vi. MCJDC Holiday Happenings Event, December 13, 2024, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster

SERVE • CONNECT • PROTECT



REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

- vii. South Licking Water Conservancy District Annual Meeting, December 13, 2024, 2:00 p.m., Licking County Administration Building, Basement Level, 20 S. Second St., Newark
- f. Correspondence
 - i. Save the Date, MORPC State of the Region, March 21, 2025, 11:00 a.m., Hilton Columbus Downtown, 402 N. High St., Columbus
 - ii. Letter, Executive Director of Lancaster-Fairfield Community Action Agency Regarding Change in Leadership
 - iii. Letter, the Fairfield County Early Childhood Association Board Regarding their Association and the Gift of Time Event
 - iv. Lancaster Fairfield County Chamber of Commerce News Release, December 5, 2024, “Lancaster Fairfield County Chamber of Commerce Announces 2025 Civics Bee Participation
 - v. Congratulatory Notes to Commissioners Levacy and Davis on their Re-elections from the Columbus Partnership
 - vi. Memo, Dr. Carri Brown, County Auditor, December 5, 2024, Subject: Lodging Tax Update and Social Media Outreach
 - vii. Fairfield County Auditor’s “Wins of the Week”, December 5, 2024
 - viii. Correspondence Regarding Industrial Solar Projects
 - ix. Flyer, Fairfield County Park District’s Upcoming Events

8. Old Business

9. New Business

- a. Updates from Elected Officials in Attendance

10. Regular (Voting) Meeting

11. Adjourn

12. Swearing-In of Elected Officials, 11:00 a.m.

SERVE • CONNECT • PROTECT

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.5.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$26,571,059.67 expended, \$3,840,535.72 encumbered or obligated.

Project/Category		As of 12/5/24 Appropriations	As of 12/5/24 Expenditure	As of 12/5/24 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,422,579.58	3,480.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,346,402.21	3,480.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.5.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$26,571,059.67 expended, \$3,840,535.72 encumbered or obligated.

Project/Category		As of 12/5/24 Appropriations	As of 12/5/24 Expenditure	As of 12/5/24 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	374,354.84	25,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	4,149,781.60	2,276,377.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.5.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$26,571,059.67 expended, \$3,840,535.72 encumbered or obligated.

Project/Category		As of 12/5/24 Appropriations	As of 12/5/24 Expenditure	As of 12/5/24 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,121,729.01	640,106.84
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	0.00	221,535.69
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	731,947.53	102,052.47
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	6,207,905.69	963,695.00
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.5.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$26,571,059.67 expended, \$3,840,535.72 encumbered or obligated.

Project/Category		As of 12/5/24 Appropriations	As of 12/5/24 Expenditure	As of 12/5/24 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,124,527.92	220,000.10
R61h	Community School Attendance Program	501,137.00	376,204.20	124,932.80
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	301,139.25	153,522.75
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	35,500.00	16,933.00
R61t	County Radios	61,537.50	0.00	61,537.50
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	0.00	20,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000.00	9,403,016.40	596,983.60

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 12.5.2024.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$30,606,902.00** has been appropriated, **\$26,571,059.67** expended, **\$3,840,535.72** encumbered or obligated.

Project/Category		As of 12/5/24 Appropriations	As of 12/5/24 Expenditure	As of 12/5/24 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	396,492.05	0.00
Subtotal Administration		591,798.66	396,492.05	0.00
Grand Total		\$30,606,902.00	\$26,571,059.67	\$3,840,535.72

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
DECEMBER 02, 2024 TO December 08, 2024

Fairfield County Commissioners

- AA.12.03-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.12.03-2024.b An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]

Fairfield County Job and Family Services

- AA.12.05-2024.a An Administrative Approval for a memorandum of understanding between Lancaster City Schools, Bloom-Carroll Local, Pickerington Local, Liberty Union-Thurston Local, Amanda Clearcreek Local, Fairfield Union Local, Walnut Township Local, and Berne Union Local and Fairfield County Job & Family Services, Child Protective Services division. [JFS]
- AA.12.05-2024.b An Administrative Approval of a Memorandum of Understanding between the Fairfield County Family and Children First Council and Fairfield County Job & Family Services [JFS]

Fairfield County Sheriff

- AA.12.05-2024.c An Administrative Approval for an agreement between the Fairfield County Sheriff's Office and Interactive Data, LLC [Sheriff]

Fairfield County Treasurer

- AA.12.02-2024.a An Administrative Approval for the purchase of EZ- Cashier Pro Software and annual support agreement between Fairfield County Treasurer and F&E Payment Pros. [Treasurer]

Fairfield County Utilities Department

- AA.12.04-2024.a An administrative approval of a bank transfer for the County Utilities Department [Utilities]

REPORT TO THE COMMUNITY



SERVING LANCASTER AND FAIRFIELD COUNTY

FINANCES

INCOME



■ Contributions: 79%
 ■ Government: 15%
 ■ Investments: 3%
 ■ United Way*: 3%

\$1,758,854

EXPENSES



■ Programs: 90%
 ■ Administration: 8%
 ■ Fundraising: 2%

\$1,807,167



*The Samaritan Center for Adult Day Services is supported in part by the United Way of Fairfield County

SALVATION ARMY LEADERSHIP

General Lyndon Buckingham
International Leader

Majors Scott & Sue Kelly
Divisional Leaders

Commissioners Ralph & Susan Bukiewicz
Territorial Leaders

Majors Bryan L. & Laura DeMichael
Corps Commanding Officers

ADVISORY BOARD

Bob Heath, *Chairperson*
Jason Foster, *Vice Chairperson*
Jodie Phayer-Beachy, *Treasurer*
Barbara Wolf, *Secretary*

Charles Barrows
 Joe Barrows
 Joe Carson
 Joe Clark
 Matt Connell
 Ken Culver
 Wayne Custer
 Eugene Davis
 Nicole Davis
 Thomas Hammer

Connie Hendren
 Cheri Johnson
 Mark Kraft
 Don McDaniel
 Paul Moentmann
 Barbara Ramsey
 Hollie Saunders
 Kim Shook
 Marjory Trishman

JOIN WITH US AND HELP US MEET THE NEED FOR FAIRFIELD COUNTY ... TODAY AND INTO THE FUTURE!

fcoho.salvationarmy.org | 740-687-1921 | 228 W. Hubert Ave., Lancaster, OH 43130

2023-24 REPORT TO THE COMMUNITY



SERVING LANCASTER AND FAIRFIELD COUNTY

ADULT DAY SERVICES



2,198
days of care provided



59%
of clients have attended program for year or more



92%
delayed placement in a permanent care facility



100%
say quality of life has improved



100%
of caregivers say stress has reduced because of program

CAREGIVERS...



20% been able to retain employment



66% find needed relief from care



14% of clients attend for socialization

WORSHIP



2,725
participants in worship services



1,122
participants in adult small group activities

YOUTH



2,841
participants in activities



587
youth in character building activities



SOCIAL MINISTRIES



13,866
individuals served (more than double 2023!)



12,942
items distributed through Christmas Cheer



102,495
meals through food pantry

I was hungry and you fed me, I was thirsty and you gave me a drink, I was homeless and you gave me a room, I was shivering and you gave me clothes, I was sick and you stopped to visit, I was in prison and you came to me. Whenever you did one of these things to someone overlooked or ignored, that was me—you did it to me.

Matthew 25:35-36, 40 (MSG)



RHONEMUS CELLARS

invites you to join us at a

RIBBON CUTTING CEREMONY

DECEMBER 11, 2024

1151 GEORGE ROAD NE | 3:30 PM
LANCASTER, OH 43130

Enjoy winery tours and charcuterie.



When: March 21, 2025

Where: Hilton Columbus Downtown

402 N. High St. Columbus, Ohio 43215

Time: 11:00 a.m. - 1:00 p.m.

Join MORPC and the region's top political, business, and civic leaders for this year's **State of the Region**. One of Central Ohio's premier annual events, the State of the Region highlights community accomplishments and showcases the plans and initiatives that will shape the future of Central Ohio!

State of the Region Awards

During the State of the Region, we highlight community accomplishments with the State of the Region Awards. Award nominations close on **Monday, December 16, 2024**.

Sponsorship Opportunities Available

The State of the Region would not be possible without the generous support of organizations and businesses across Central Ohio. With almost 1,000 attendees, the State of the Region is an opportunity for organizations and businesses to showcase their support around initiatives taking place throughout the region.

Contact Amanda McEldowney at amceldowney@morpc.org to secure your sponsorship today.

From: [Clinton Davis](#)
To: [Cordle, Aundrea N](#); [Commission Shared](#)
Cc: [David Levacy \(dave@buckeyelakemarina.com\)](#); [Randall Hunt](#)
Subject: [E] Community Action Executive Director Transition
Date: Wednesday, December 4, 2024 10:08:58 AM

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

Hi Commissioners and Aunie,

I hope you all are keeping well! I'm sure you are all aware, but I'm writing to officially let you know that I am leaving Lancaster-Fairfield Community Action Agency at the end of this month. After a full search and interview process, I'm very pleased to let you know that our Board has selected Randall Hunt as our next Executive Director. Randall has been with our agency for the past 5 years as the Housing and Deputy Director and has extensive experience in the human services field both at Community Action and State and Federal government. I am confident that he will excel in this role and that I'm leaving the agency in good hands.

Randall will officially take over as Executive Director on Monday, 12/9/2024. I am planning to remain at the agency through the end of December to help with transition.

Thanks for all of your support during my time here,
-clint

--

Clinton Davis, Executive Director
Lancaster-Fairfield Community Action Agency
740-653-4146 – faircaa.org
he/him pronouns

Dear Community Partners,

Please see the below Farewell Letter.

Tiffany Wilson
Manager
Fairfield County Family and Children First Council
831 College Ave, Suite C
Lancaster, Ohio 43130
(P) 740-652-7286 (F) 740-681-5540
tiffany.wilson@fairfieldcountyohio.gov

<http://www.facfc.org/>

From: Fairfield County ECA <fairfieldcountyecca@gmail.com>
Sent: Wednesday, December 4, 2024 3:30 PM
To: Cathy Crawford <earlychildhood312@gmail.com>
Subject: [E] ! The LAST Gift of Time !

Farewell Letter to the Community

Dear Friends, Partners and Supporters,

After many incredible years, the Fairfield County Early Childhood Association has made the difficult decision to dissolve its membership organization and therefore resulting in the retirement of the *Gift of Time* event. This decision was not made lightly and reflects our commitment to reevaluating the evolving needs of the education community that we were created to support.

Over the decades, *Gift of Time* has brought families, partners, and community members together, creating cherished moments and lasting memories. It has been our honor to witness the joy, support, and growth this event has inspired.

We extend our heartfelt thanks to every partner, family, and supporter who has contributed to the event's success. Your dedication has been the true *Gift of Time* to us, and we are deeply grateful for the trust and love you've shared with us.

As we close this chapter, the Fairfield County Early Childhood Association wants to thank you for 30 wonderful years of partnership for the *Gift of Time* event, and we look forward to seeing you out and about at the other wonderful community events our county has to offer.

With gratitude,

Fairfield County Early Childhood Association Board & Network Chairs

Michelle Huff (President) Shelley Hartmann (Professional Development)
Cathy Crawford (VP of Membership) Dana Hoff (Community Advocacy)
Laurie Clark (Past President)
Lori O'Hara (Secretary)
Kristi Grumm (Treasurer)
Katie Kallenbarger (Community Outreach)



For Immediate Release: December 5, 2024

NEWS RELEASE:

Lancaster Fairfield County Chamber of Commerce Announces 2025 Civics Bee Participation

[LANCASTER, OH]—The Lancaster Fairfield County Chamber of Commerce proudly announces the launch of the 2025 National Civics Bee®, an initiative aimed at encouraging more young Americans to engage in civics and contribute to their communities. Hosted in partnership with [The Civic Trust®](#) of the U.S. Chamber of Commerce Foundation, the competition will inspire middle schoolers to become better informed about American democracy, to engage respectfully and constructively in the community, and to build greater trust in others and institutions.

Middle school students in 6th, 7th, and 8th grade from public, private, charter, and home schools are invited to take part in the first-round civics essay competition. After a distinguished panel of judges review the essays, the top 20 students will be selected to advance to their local competition: an in-person live event featuring two rounds of civics questions followed by a Q&A round to test their civics knowledge. The Lancaster Fairfield County Chamber of Commerce will host its local competition on Wednesday, April 9, 2025. The local finalists and top winners will receive various prizes, including prizes worth at least \$500 for the first-place student.

Participants in the National Civics Bee® will have the chance to gain recognition for their civics knowledge and skills and compete for prestigious prizes throughout the competition. The competition enables students to explore issues that matter to their communities, furthering their understanding of civic engagement and fostering responsible citizenship. Winners from each of the local competitions across Ohio will be invited to take part in the state finals. The first-place winner of the state finals will receive a trip to Washington, D.C. to compete for prizes worth at least \$50,000 during the national championship in the Fall of 2025.

“We are excited to once again have the opportunity to be a local host of the National Civics Bee in partnership with US Chamber of Commerce Foundation. This effort aligns with the Chamber and its Legislative Action Committee’s efforts to be involved in local, state and federal regulation and policy on behalf of our over 500 members,” said Lancaster Fairfield County Chamber of Commerce President, Travis Markwood. “This program is a great opportunity to promote civics and how our democracy works to young adults in our community, in hopes of building a greater understanding of how individuals can play important roles in our communities.”

“Fostering a deep understanding of civics and government among our young students is critical to the vibrancy of democracy and civic life in America. The National Civics Bee® provides a unique platform for them to not only showcase their knowledge but also become active and engaged citizens of the future,” said Hilary Crow, vice president of civics at the U.S. Chamber Foundation.

For more information on entering the National Civics Bee® in Ohio, visit: lancoc.org and select “National Civics Bee” under the News & Events tab. For more information, please contact Chamber President Travis Markwood at 740-653-8251 or email travis@lancoc.org.



**LANCASTER FAIRFIELD COUNTY
CHAMBER OF COMMERCE**

The Lancaster Fairfield County Chamber of Commerce has served area businesses and the local community for over 125 years. The Chamber supports a prosperous business environment that enhances life in our region by providing value-added programs and services that contribute to our members' success.

FOLLOW US!



Lancaster Fairfield County Chamber of Commerce | 109 N Broad St Ste 100 (740) 653-8251 | Lancaster, OH 43130 US

November 25, 2024

The Honorable Dave Levacy
Fairfield County Board of Commissioners
210 E Main St #301
Lancaster, OH 43130

Dear Commissioner Levacy,

On behalf of the Columbus Partnership, we are excited to congratulate you on your reelection to the Fairfield County Board of Commissioners.

The Columbus Partnership is a membership-based non-profit comprised of executives from the region's leading entities, working alongside One Columbus, Central Ohio's economic development organization. We engage with local, state, and federal partners to promote growth and serve as a resource for businesses.

Our team is privileged to work with leaders from across 11 counties to carry out the goal of making the Columbus Region a top destination for residents and industries. You play a key part in driving our state forward. As we approach 2025, we are privileged to support your role as we drive economic opportunity across Central Ohio.

You and your team are instrumental in providing the private sector with valuable insight on the critical issues facing the Columbus Region. As we continue to attract the world's most competitive companies, we commit to positioning Columbus as a hub for economic success. Our business community and economic development partners will continue working alongside you to achieve our shared mission of a prosperous and economically advanced Columbus Region and State of Ohio for all residents.

Strong leadership is more important than ever before as we experience rapid growth. The Columbus Partnership looks forward to collaborating with you as we advance our community together. We will be in touch with you and your team to invite you to attend our spring economic development briefing in Q1 of the new year.

Please reach out to me or my team, Gerard Basalla and Nicole Laking, if we can be of service in the months ahead.

Very truly yours,



Jeff Polesovsky
Vice President, Public Policy
Columbus Partnership

November 25, 2024

The Honorable Steve Davis
Fairfield County Board of Commissioners
210 E Main St #301
Lancaster, OH 43130

Dear Commissioner Davis,

On behalf of the Columbus Partnership, we are excited to congratulate you on your reelection to the Fairfield County Board of Commissioners.

The Columbus Partnership is a membership-based non-profit comprised of executives from the region's leading entities, working alongside One Columbus, Central Ohio's economic development organization. We engage with local, state, and federal partners to promote growth and serve as a resource for businesses.

Our team is privileged to work with leaders from across 11 counties to carry out the goal of making the Columbus Region a top destination for residents and industries. You play a key part in driving our state forward. As we approach 2025, we are privileged to support your role as we drive economic opportunity across Central Ohio.

You and your team are instrumental in providing the private sector with valuable insight on the critical issues facing the Columbus Region. As we continue to attract the world's most competitive companies, we commit to positioning Columbus as a hub for economic success. Our business community and economic development partners will continue working alongside you to achieve our shared mission of a prosperous and economically advanced Columbus Region and State of Ohio for all residents.

Strong leadership is more important than ever before as we experience rapid growth. The Columbus Partnership looks forward to collaborating with you as we advance our community together. We will be in touch with you and your team to invite you to attend our spring economic development briefing in Q1 of the new year.

Please reach out to me or my team, Gerard Basalla and Nicole Laking, if we can be of service in the months ahead.

Very truly yours,



Jeff Polesovsky
Vice President, Public Policy
Columbus Partnership



To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: December 5, 2024
Subject: Lodging Tax Update and Social Media Outreach

Lodging Tax Update

Second half collections for hotel/motel lodging taxes were ahead of first half collections, as expected. The total Visitors and Convention Bureau (Visit Fairfield County) disbursement for 2024 was **\$357,351**. Compared to the prior year, this is an **increase of \$7,095**.

The total Decorative Arts Center of Ohio disbursement for 2024 was **\$253,069**. Compared to the prior year, this is an **increase of \$17,424**.

In 2023, we predicted \$350 K for the amount to be sent to the VCB in 2024, and we predicted \$230 K to be sent to the DACO in 2024. There was a slow payor in 2023 that has since corrected their timeliness in 2024, accounting for part of the increase in 2024. The estimate for DACO is in a range of \$220 K to \$250 K based on volatility of a traditional hotel with their payments. For the VCB, the estimate of \$350 K seems to be solid.

At present, all traditional hotels are current with their submissions.

On behalf of the County Commissioners, the County Auditor collects lodging taxes using an online process.

Technology is used to locate short-term lodging with sales. Some short-term lodging locations do not stay in the industry or are in the industry only intermittently.

90% of collections are from traditional hotels, while 10% are from short-term rentals.

There is no county permitting process.

Social Media Outreach

Within both our **communications strategy and rapid response communications plan** for 2025, we are reviewing social media outreach. Key topics that will be part of the strategic outreach are property tax reduction opportunities, Board of Revision processes, and the sexennial update. If there are topics that you would suggest, please let us know.

CONTACT US!

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



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

December 5, 2024

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

- Thanks for the end of the year planning in the all-team meeting on Monday!
- Carri led the Joint Economic Development District meeting with Violet Township and Canal Winchester on Monday, and all is ready for 2025. It was a very efficient and productive meeting.
- **Thanks to Amanda Rollins and Finance team members for organizing the addition of interest on tax bills and for researching the tax rates regarding bonds.** We are right on schedule with these tasks.
- There was a good demonstration for analytics and insights for ERP this week.
- Also, there was a kick-off meeting for the Day Smart program. This will allow for a modern way to manage multiple appointments.
- **On Tuesday, we examined the new option for pre-residential property tax exemptions.** The legislative goal was to encourage residential development and set up an ability to have a property tax reduction. In 2025, we will make this topic part of our social media outreach.
- Thanks to Michelle Wright for continuing to be our representative for the environmental stewardship meetings.
- On Thursday, there were multiple meetings to further the progress of the sexennial update and to be prepared with our REA ASAP plan.

CONTACT US!

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



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

- We had our annual happy hour at Carri's House for the Auditor's Team, and we unveiled an advent window, too, on Wednesday.
- **Thanks for the extra efforts of Meagen Bowland, Lori Hampshire, Angel Horn, Kayla Speakman, and Jen Dickerson as they worked through year-end purchase order processing and other year-end processes.**
- Thanks to County Auditor team members for recognizing their coworkers with GEMS – We will reach 1,100 this year!
- **Thanks to Bev Hoskinson for her leadership of the ERP committee and for forwarding the Tyler contract for ERP for all appropriate approvals on December 4, 2024.** All requirements have been met, and we look forward to 2025 and beyond with contract monitoring.

CONTACT US!

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

From: mark@everyactionadvocacy.com <mark@everyactionadvocacy.com> on behalf of Mark Ernst <mark@everyactionadvocacy.com>

Sent: Thursday, December 5, 2024 3:57:34 PM

To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>

Subject: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)

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

Dear County Administrator Aundrea Cordle,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting opportunity for Fairfield County. The project will help to reduce Ohio's reliance on imported energy, while also promoting US energy independence.

In addition to 220 MW of energy generation, the project will create over 500 construction jobs, and over the life of the project, Eastern Cottontail Solar is expected to generate up to \$80 million in stable, long-term revenue for schools, police and fire departments, and local services throughout Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing individuals to decide how best to use their own property. Eastern Cottontail solar will also respect the agricultural character of the local community. The project will partner with local shepherds to implement a sheep grazing operation, where the sheep graze on the vegetation around and under the solar panels, which keeps the land in active agricultural use while it's also producing clean, solar energy.

I strongly support the Eastern Cottontail Solar Project and urge its approval. Thank you for your time and consideration.

Sincerely,

Mark Ernst

Pickerington, OH 43147-1476

mark@ernst-design.com

From: billjr5859@everyactionadvocacy.com <billjr5859@everyactionadvocacy.com> on behalf of Bill Gabrielson Jr <billjr5859@everyactionadvocacy.com>

Sent: Thursday, December 5, 2024 5:50:00 PM

To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>

Subject: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)

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

Dear County Administrator Aundrea Cordle,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting opportunity for Fairfield County. The project will help to reduce Ohio's reliance on imported energy, while also promoting US energy independence.

In addition to 220 MW of energy generation, the project will create over 500 construction jobs, and over the life of the project, Eastern Cottontail Solar is expected to generate up to \$80 million in stable, long-term revenue for schools, police and fire departments, and local services throughout Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing individuals to decide how best to use their own property. Eastern Cottontail solar will also respect the agricultural character of the local community. The project will partner with local shepherds to implement a sheep grazing operation, where the sheep graze on the vegetation around and under the solar panels, which keeps the land in active agricultural use while it's also producing clean, solar energy.

I strongly support the Eastern Cottontail Solar Project and urge its approval. Thank you for your time and consideration.

{It's clean energy Made in Ohio, why not? Coal ain't coming back, so windmills and solar are a good alternative and better for our future and the planet. And not reliant on any foreign powers.}

Bill Gabrielson Jr

Sincerely,

Bill Gabrielson Jr

Lancaster, OH 43130-8473

billjr5859@yahoo.com

From: iraweiss@everyactionadvocacy.com <iraweiss@everyactionadvocacy.com> on behalf of Ira Weiss <iraweiss@everyactionadvocacy.com>

Sent: Thursday, December 5, 2024 4:53:08 PM

To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>

Subject: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)

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

Dear County Administrator Aundrea Cordle,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting opportunity for Fairfield County. The project will help to reduce Ohio's reliance on imported energy, while also promoting US energy independence.

In addition to 220 MW of energy generation, the project will create over 500 construction jobs, and over the life of the project, Eastern Cottontail Solar is expected to generate up to \$80 million in stable, long-term revenue for schools, police and fire departments, and local services throughout Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing individuals to decide how best to use their own property. Eastern Cottontail solar will also respect the agricultural character of the local community. The project will partner with local shepherds to implement a sheep grazing operation, where the sheep graze on the vegetation around and under the solar panels, which keeps the land in active agricultural use while it's also producing clean, solar energy.

I am in favor of this projects. Solar is not the major cause of farmland depletion. Lot splits are a far more significant cause.

I strongly support the Eastern Cottontail Solar Project and urge its approval. Thank you for your time and consideration.

Sincerely,

Ira Weiss

Pickerington, OH 43147-9194

iraweiss@hotmail.com

From: Scottseymour61@everyactionadvocacy.com
<Scottseymour61@everyactionadvocacy.com> on behalf of Scott Seymour
<Scottseymour61@everyactionadvocacy.com>
Sent: Thursday, December 5, 2024 4:17:06 PM
To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>
Subject: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)

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

Dear County Administrator Aundrea Cordle,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting opportunity for Fairfield County. The project will help to reduce Ohio's reliance on imported energy, while also promoting US energy independence.

In addition to 220 MW of energy generation, the project will create over 500 construction jobs, and over the life of the project, Eastern Cottontail Solar is expected to generate up to \$80 million in stable, long-term revenue for schools, police and fire departments, and local services throughout Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing individuals to decide how best to use their own property. Eastern Cottontail solar will also respect the agricultural character of the local community. The project will partner with local shepherds to implement a sheep grazing operation, where the sheep graze on the vegetation around and under the solar panels, which keeps the land in active agricultural use while it's also producing clean, solar energy.

I strongly support the Eastern Cottontail Solar Project and urge its approval. Thank you for your time and consideration.

Sincerely,
Scott Seymour
Baltimore, OH 43105-1049
Scottseymour61@gmail.com

From: [Melissa Hoover](#)
To: [Contact Web](#)
Subject: [E] David Levacy
Date: Friday, December 6, 2024 2:05:19 PM

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

Commissioner Levacy,

Thank you for meeting with me on Tuesday to discuss why Citizens for Fair Fields believes the Eastern Cottontail solar project does not fit in Walnut Township.

In response to your question about the number of utility-scale solar projects that have been approved, our group found that 44 projects have been approved (9 are in operation, 35 are in stages of pre-construction or are under construction) An additional 9 are pending or in pre-application.

The approved projects total about 85,000 acres. The total overall is about 99,000 acres in Ohio.

I hope this information helps you and Commissioner Fix to do the right thing.

Sincerely,
Melissa Hoover Connor

From: [Cordle, Aundrea N](#)
To: [Menningen, Rochelle M](#)
Subject: Fw: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)
Date: Sunday, December 8, 2024 10:37:38 PM

For review

Get [Outlook for iOS](#)

From: 1cbdouglas@everyactionadvocacy.com <1cbdouglas@everyactionadvocacy.com> on behalf of Christopher Douglas <1cbdouglas@everyactionadvocacy.com>
Sent: Sunday, December 8, 2024 10:31:10 PM
To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>
Subject: [E] Fairfield County Supports Eastern Cottontail Solar (Case #24-0495-EL-BGN)

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

Dear County Administrator Aundrea Cordle,

I've already signed one letter, but I'll sign as many as they want me to if that means you'll allow this solar farm to be built. I have to be honest - I think it's ridiculous we (the community) have to advocate for it. This is probably the coolest year (temperature-wise) of the rest of our lives. The expected high tomorrow is 55 degrees on December 9th. I shouldn't have to tell you that's not normal. You should act accordingly.

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an exciting opportunity for Fairfield County. The project will help to reduce Ohio's reliance on imported energy, while also promoting US energy independence.

In addition to 220 MW of energy generation, the project will create over 500 construction jobs, and over the life of the project, Eastern Cottontail Solar is expected to generate up to \$80 million in stable, long-term revenue for schools, police and fire departments, and local services throughout Fairfield County. These economic contributions are essential for supporting our community's growth and development.

Moreover, the project respects landowners' rights by allowing individuals to decide how best to use their own property. Eastern Cottontail solar will also respect the agricultural character of the local community. The project will partner with local shepherds to implement a sheep grazing operation, where the sheep graze on the vegetation around and under the solar panels, which keeps the land in active agricultural use while it's also producing clean, solar energy.

I strongly support the Eastern Cottontail Solar Project and urge its approval. Thank you for your time and consideration.

Sincerely,
Christopher Douglas
Pickerington, OH 43147-8989
1cbdouglas@gmail.com

Madison Township Board of Trustees
Fairfield County
4627 Walters Rd
Lancaster, Ohio 43130

November 18, 2024

Ohio Power Sitting Board
180 East Broad Street
Columbus, Ohio 43130

RE: Case # 24-0495-EL-BGN

Dear Ohio Power Sitting Board,

We, the Board of Trustees of Madison Township, are requesting the Ohio Power Sitting Board to respect and honor the wishes of the residents of the township to deny the EDF-Renewables' Eastern Cottontail utility-scale solar project.

It is our concern that not only will these types of projects will take away prime farmland but also take away the generational aspires of the young farmers. These projects will have a negative impact on the wildlife and beauty of our properties, as well as many other reasons.

As the governing board for the township, we ask that you deny these types of projects including this Eastern Cottontail solar project. Please consider our township residents views in making your decision. The residents in our sister townships' have stated the same views; therefore, we ask that you deny the application for case #24-0495-EL-BGN Eastern Cottontail Solar.

Sincerely,

Madison Township Board of Trustees


Chad Frank (President)



Barry Bowe (Vice President)



Kim Frank (Secretary)



Mary Griffith (Fiscal Officer)



FAIRFIELD COUNTY PARK DISTRICT



STEBELTON PARK at ROCK MILL

1pm-4pm | December 1

A Rock Mill Holiday



Make these annual

WINTER HIKES

your new winter tradition!

10am-1pm | January 4

Smeck Winter Hike

Smeck Park

10am-1pm | January 11

Cross Mound Winter Hike

Cross Mound Park

10am-1pm | February 15

Mambourg Winter Hike

Mambourg Park



OUTREACH PROGRAMS

Storytimes & Crafts

Fairfield County District Library

Multiple December Dates & Branch Locations

“Who Goes There?”

fairfieldcountyparks.org/events



UPCOMING EVENTS (December-January)



CROSS MOUND PARK

10am | January 11
Cross Mound Winter Hike



MAMBOURG PARK

10am | December 21
Craft: Holiday Ornaments

8pm | December 21
Winter Solstice Hike

2pm | January 10
Skulls, Furs & Fun!

2pm | January 18
Spring Awakening: Understanding Phenology

9am | January 25
Breakfast & Birding

2pm | January 26
Winter Tree ID for Beginners



SMECK PARK

3pm | December 7
Chill Hike

10am-1pm | January 4
Smeck Winter Hike

2pm | January 12
Surviving a Winter Hike

6pm | January 24
Spring Awakening: Owl Prowl

Get full details about these events and more at fairfieldcountyparks.org



The background features a stylized illustration of a building with a gabled roof and multiple windows, rendered in light blue and white. Overlaid on the building is a large sunburst pattern with yellow and light blue rays. The text is centered over the building's facade.

General Fund 2025 Budget Highlights

Fairfield County General Fund 2024 Revised Budget vs 2025 Budget

General Fund Revenue Comparison				
Revenue Category	2024	2025	Over/Under	Inc/Dec
Casino	2,175,000.00	2,300,000.00	125,000.00	5.7%
Conveyance Fees	3,298,000.00	3,260,000.00	(38,000.00)	-1.2%
Fees & Charges for Services	4,947,250.00	5,190,750.00	243,500.00	4.9%
Homestead Rollback	1,602,000.00	1,618,000.00	16,000.00	1.0%
Investment Earnings	8,700,000.00	8,400,000.00	(300,000.00)	-3.4%
Jail Rental Income	181,000.00	136,000.00	(45,000.00)	-24.9%
Local Government	1,696,412.00	1,500,000.00	(196,412.00)	-11.6%
Property Taxes	13,568,447.00	13,704,131.00	135,684.00	1.0%
Sales & Use Tax	30,000,000.00	30,000,000.00	-	0.0%
Title Surplus transfer, unclaimed, transfers	-	-	-	0.0%
Grand Total	66,168,109.00	66,108,881.00	(59,228.00)	-0.1%

General Fund Expense Comparison				
Expense Category	2024	2025	Over/Under	Inc/Dec
Capital Outlay	3,677,659.83	2,195,995.00	(1,481,664.83)	-40.3%
Contractual Services	19,184,448.09	18,018,801.99	(1,165,646.10)	-6.1%
Fringe Benefits	9,352,864.30	10,375,386.60	1,022,522.30	10.9%
Materials & Supplies	2,250,072.31	2,128,339.00	(121,733.31)	-5.4%
Other	218,511.00	225,511.00	7,000.00	3.2%
Personal Services	23,373,535.00	25,779,046.38	2,405,511.38	10.3%
Transfers	14,282,368.71	9,756,566.75	(4,525,801.96)	-31.7%
Grand Total	72,339,459.24	68,479,646.72	(3,859,812.52)	-5.3%



General Fund 2025 Budget Highlights

Budget Includes

- Sheriff
 - Departmental Budget of \$20.4M or 30% of the general fund.
 - Staff
 - Vehicles
 - IT investments
- Workforce Center Investments
 - Medical Instructional labs and classrooms



Investment reducing future costs

County Buildings

- Reduction in rent and leases in 2025 and out years
- Maintenance and improvements
 - County Engineer Salt barn
 - HVAC efficiencies
 - Roof repair and upgrades
 - Gutter maintenance
 - Parking lot maintenance



General Fund 2025 Budget Highlights

Community Investments

- Hicks Partners grant writing services
- Regional Planning support
- Veteran Services outreach programs

Information Technology Investments

- Cyber Security
- Infrastructure



Questions



2023-24 REPORT TO THE COMMUNITY



SERVING LANCASTER AND FAIRFIELD COUNTY

ADULT DAY SERVICES



2,198
days of care provided



59%
of clients have attended program for year or more



92%
delayed placement in a permanent care facility



100%
say quality of life has improved



100%
of caregivers say stress has reduced because of program

CAREGIVERS...



20% been able to retain employment



66% find needed relief from care



14% of clients attend for socialization

WORSHIP



2,725
participants in worship services



1,122
participants in adult small group activities

YOUTH



2,841
participants in activities



587
youth in character building activities



SOCIAL MINISTRIES



13,866
individuals served
(more than double 2023!)



12,942
items distributed through Christmas Cheer



102,495
meals through food pantry

I was hungry and you fed me, I was thirsty and you gave me a drink, I was homeless and you gave me a room, I was shivering and you gave me clothes, I was sick and you stopped to visit, I was in prison and you came to me. Whenever you did one of these things to someone overlooked or ignored, that was me—you did it to me.

12/10/2024

Matthew 25:35-36, 40 (MSG)

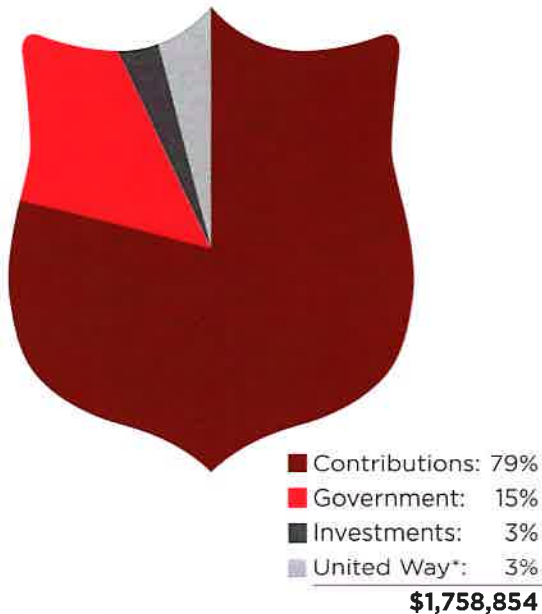
REPORT TO THE COMMUNITY



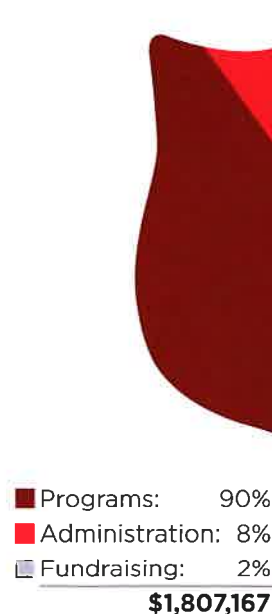
SERVING LANCASTER AND FAIRFIELD COUNTY

FINANCES

INCOME



EXPENSES



*The Samaritan Center for Adult Day Services is supported in part by the United Way of Fairfield County

SALVATION ARMY LEADERSHIP

General Lyndon Buckingham
International Leader

Majors Scott & Sue Kelly
Divisional Leaders

Commissioners Ralph & Susan Bukiewicz
Territorial Leaders

Majors Bryan L. & Laura DeMichael
Corps Commanding Officers

ADVISORY BOARD

Bob Heath, *Chairperson*
Jason Foster, *Vice Chairperson*
Jodie Phayer-Beachy, *Treasurer*
Barbara Wolf, *Secretary*

Charles Barrows
Joe Barrows
Joe Carson
Joe Clark
Matt Connell
Ken Culver
Wayne Custer
Eugene Davis
Nicole Davis
Thomas Hammer

Connie Hendren
Cheri Johnson
Mark Kraft
Don McDaniel
Paul Moentmann
Barbara Ramsey
Hollie Saunders
Kim Shook
Marjory Trishman

JOIN WITH US AND HELP US MEET THE NEED FOR FAIRFIELD COUNTY ... TODAY AND INTO THE FUTURE!

fcoho.salvationarmy.org | 740-687-1921 | 228 W. Hubert Ave., Lancaster, OH 43130





A WEST ELEVATION



B SOUTH ELEVATION



C EAST ELEVATION



D NORTH ELEVATION



REGULAR MEETING #55 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
DECEMBER 10, 2024

AGENDA FOR TUESDAY, DECEMBER 10, 2024

- 9:00 AM Review
- 9:00 AM 2025 Budget Overview
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for December 3, 2024
- Commissioners
- 2024-12.10.a A Resolution Approving the 2025 Annual Appropriation Measure, the 2025 County Budget [Commissioners]
- 2024-12.10.b A Resolution Approving Community Grant Awards for the Meals on Wheels Older Adults Services (The Senior Hub) Levy [Commissioners]
- 2024-12.10.c A Resolution Approving an Additional Community Grant Award Outside of the 2025 Grant Cycle for the Meals on Wheels Older Adults Services (The Senior Hub) Levy [Commissioners]
- 2024-12.10.d A resolution to reappoint Mr. Vince Carpico to the Fairfield County Regional Planning Commission. [Commissioners]
- 2024-12.10.e A resolution to appoint Ms. Tiffany Wilson to the Fairfield County Regional Planning Commission. [Commissioners]
- 2024-12.10.f A resolution to approve a memo expense and memo receipt for reimbursing Fairfield County Utilities for mowing. [Commissioners]
- 2024-12.10.g A resolution to approve a fund to fund transfer for the Furtherance of Justice (FOJ) Appropriation for the County Prosecutor as a fund to fund transfer. [Commissioners]
- 2024-12.10.h A resolution to approve the Furtherance of Justice (FOJ) appropriation for the County Sheriff as a fund to fund transfer. [Commissioners]
- Fairfield County Auditor- Finance
- 2024-12.10.i A resolution authorizing the approval of a contract amendment between Tyler Technologies Inc and the Fairfield County Commissioners. [Auditor-Finance]

Fairfield County Auditor- Real Estate

2024-12.10.j A resolution authorizing a memo expense memo receipt for reimbursement of agency share of ArcGIS Online License fees for fund 2022 – REA Department [Auditor- Real Estate]

Fairfield County Board of Developmental Disabilities

2024-12.10.k A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities [Board of Developmental Disabilities]

Fairfield County Engineer

2024-12.10.l A resolution to approve a Change Order for the Salt Barn Concrete Pavement Project. [Engineer]

2024-12.10.m A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation and comp time payout [Engineer]

Fairfield County Facilities

2024-12.10.n A Resolution to approve a Contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners [Facilities]

2024-12.10.o A Resolution to Approve the Contract Bid Award for the Government Service Center 239 West Main Roof Top HVAC Replacement, and Assign Agreement Signing Authority [Facilities]

2024-12.10.p A Resolution to Approve the Request For Qualifications selection for the Design Architectural Services for the Sheridan Center. [Facilities]

2024-12.10.q A Resolution Authorizing the Approval of Lease Amendment No. 1 with Congressman Troy Balderson at the Fairfield Center [Facilities]

Fairfield County Job and Family Services

2024-12.10.r A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]

2024-12.10.s A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018 [JFS]

2024-12.10.t A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]

2024-12.10.u A resolution to assign authority to the Director of the Fairfield County Department of Job and Family Services to serve as the designee of the Board of County Commissioners to approve inter-county adjustment agreements relating to the allocation of funds issued by the Ohio Department of Job and Family Services for specific period of time. [JFS]

- 2024-12.10.v A resolution authorizing the approval of an updated Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services. [JFS]
- 2024-12.10.w A resolution regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services [JFS]
- 2024-12.10.x A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018 [JFS]
- 2024-12.10.y A resolution regarding a Purchase of Service Contract between Avertest, LLC dba Averhealth and Job & Family Services [JFS]
- 2024-12.10.z A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Guiding Path for Girls. [JFS]
Fairfield County Sheriff
- 2024-12.10.aa A Resolution to Enter into a Grant Agreement with the Ohio Department of Natural Resources [Sheriff]
Fairfield County Transit
- 2024-12.10.bb A resolution to authorize the filing of applications with the Ohio Department of Transportation (ODOT) for grants through the United States Department of Transportation Federal Transit Administration (FTA), and any other grants that become available through ODOT and executing a contract with ODOT upon each grant application approval [Transit]
Fairfield County Utilities Department
- 2024-12.10.cc Approval of Land Lease Agreements with Hummel Farms (Mike Hummel and John Hummel), R Miller Farms LLC (Larry Francis and Mike Miller), Brandt Family Farms (Chris Brandt) and Beard Farms, LLC. – (Ethan Beard). [Utilities]
- 2024-12.10.dd A resolution to approve the contract award for the Greenfield Water Main Extension Project; ARP fiscal recovery fund #2876 and Utilities fund 5841 GF Water [Utilities]
- 2024-12.10.ee A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department [Utilities]
Payment of Bills
- 2024-12.10.ff A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]
The 2025 Reorganization Meeting is Scheduled for January 7, 2025, 8:45 a.m., and the Review and Regular Meeting at 9:00 a.m.
Adjourn
- 11:00 AM Swearing-In of Elected Officials

**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 Pymmer, 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.

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

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.*

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

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:

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

- 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.

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

- 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 Enviroscapes.

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

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

- 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.

Regular Meeting #54 - 2024 – December 3, 2024

- 6 -

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

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

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

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.

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

- 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

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

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

Approval of Resolutions from the Fairfield County 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

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

- 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

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

- 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

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

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

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

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 Envirosapes

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

A resolution approving the 2025 annual appropriation measure, the county budget

WHEREAS, the Fairfield County Board of Commissioners, as the taxing authority for Fairfield County, is required to pass an annual appropriation measure pursuant to section 5705.38 of the Revised Code; and

WHEREAS, the appropriation measure shall be classified so as to set forth the amounts appropriated for each office, department, and division of the County; and

WHEREAS, the attached budget provides appropriation authority for the anticipated expenses and obligations of Fairfield County for the year ending December 31, 2025, in accordance with the official certificate of estimated resources and its amendments.

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

Section 1. That to provide for the current expenses and expenditures of said county, during the fiscal year ending December 31, 2025, the following sums be set aside and appropriated for each office, department, and division, and within each, the amount appropriated for personal services and major expense or expenditure categories to the respective funds and categories for the several purposes for which the expenses or expenditures are to be made for and during said fiscal year for which said funds and accounts have been established as outlined in the attachment:

SECTION 2: That the Board of County Commissioners approves the adoption of the appropriation measure for the fiscal year commencing January 1, 2025.

SECTION 3: That the Fairfield County Board of Commissioners instructs the Budget Officer to submit the attached budget to the County Auditor.

- All Funds Appropriation Budget is \$ 244,669,824.76.
 - included in this number is the General Fund Appropriation Budget of \$68,479,646.72.
- Workforce Development Budget is \$2,431,869

PERMANENT
APPROPRIATION RESOLUTION
OF THE
COUNTY OF FAIRFIELD, OHIO

FOR FISCAL YEAR
ENDING DECEMBER 31, 2025

PASSED DECEMBER

Filed _____, 2024

By _____
County Auditor

By _____
Deputy Auditor

THE STATE OF OHIO, FAIRFIELD COUNTY, ss.

I, Rochelle M. Menningen, Clerk of the Board of County Commissioners of the County of Fairfield, Ohio, and in whose custody the FILES, JOURNALS AND RECORDS of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the within Permanent Appropriation Resolution is taken copied from the original Resolution now on file with said Board, that the within Resolution has been compared by me with the said original and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of December 2024

Rochelle M. Menningen, Clerk

PERMANENT APPROPRIATION RESOLUTION
Revised Code Section 5705.38

The Board of County Commissioners of Fairfield County, Ohio, met in regular session on the _____ day of December 2024 at the office of the Board of Commissioners with the following members present:

DAVID L. LEVACY, PRESIDENT

JEFFREY FIX, VICE PRESIDENT

STEVEN A. DAVIS, COMMISSIONER

_____ moved the adoption of the following Resolution: _____

WHEREAS, the Fairfield County Board of Commissioners, as the taxing authority for Fairfield County, is required to pass an annual appropriation measure pursuant to section 5705.38 of the Revised Code; and

WHEREAS, the appropriation measure shall be classified so as to set forth the amounts appropriated for each office, department, and division of the County; and

WHEREAS, the attached budget provides appropriation authority for the anticipated expenses and obligations of Fairfield County for the year ending December 31, 2025, in accordance with the official certificate of estimated resources and its amendments; now, therefore,

BE IT RESOLVED, by the Board of County Commissioners of Fairfield County, Ohio, that to provide for the current expenses and expenditures of said county, during the fiscal year ending December 31, 2025, the following sums be set aside and appropriated for each office, department, and division, and within each, the amount appropriated for personal services and major expense or expenditure categories to the respective funds and categories for the several purposes for which the expenses or expenditures are to be made for and during said fiscal year for which said funds and accounts have been established as outlined in the attachment:

Motioned by: _____ seconded by: _____

Yeas: _____ Nays: _____ Abstentions: _____

ADOPTED _____

Staci A. Knisley, Budget Officer
Fairfield County Commissioners

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 10 - AUDITOR	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 10100100 - AUDITOR ADMIN					
PERSONAL SERVICES	858,382.30	915,164.00	915,164.00	783,862.67	959,571.00
FRINGE BENEFITS	308,464.18	369,025.00	359,025.00	316,743.39	383,672.00
CONTRACTUAL SERVICES	390,497.58	444,150.00	590,304.62	414,328.34	626,368.00
MATERIALS AND SUPPLIES	22,519.40	24,000.00	24,000.00	7,704.73	24,000.00
CAPITAL OUTLAY	7,656.15	2,000.00	68,850.00	68,738.38	3,500.00
OTHER EXPENSES	3,006.00	-	-	0.00	-
Org: 10100100 - AUDITOR ADMIN TOTAL:	1,590,525.61	1,754,339.00	1,957,343.62	1,591,377.51	1,997,111.00
Org: 10100103 - BUDGET COMMISSION					
CONTRACTUAL SERVICES	-	-	-	0.00	6,000.00
Org: 10100103 - BUDGET COMMISSION TOTAL:	-	-	-	0.00	6,000.00
DIVISION 10 AUDITOR TOTAL:	1,590,525.61	1,754,339.00	1,957,343.62	1,591,377.51	2,003,111.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 11 - CLERK OF COURTS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 11100100 - CLERK OF COURTS ADMI					
PERSONAL SERVICES	927,903.39	990,624.00	990,624.00	857,575.90	1,004,892.00
FRINGE BENEFITS	468,779.76	512,905.00	512,905.00	406,130.27	503,300.00
CONTRACTUAL SERVICES	75,752.83	145,235.00	129,566.83	93,143.19	148,225.00
MATERIALS AND SUPPLIES	20,590.69	30,000.00	30,049.00	18,700.50	30,500.00
CAPITAL OUTLAY	14,849.10	-	16,700.00	0.00	-
Org: 11100100 - CLERK OF COURTS ADMI TOTAL:	1,507,875.77	1,678,764.00	1,679,844.83	1,375,549.86	1,686,917.00
DIVISION 11 CLERK OF COURTS TOTAL:	1,507,875.77	1,678,764.00	1,679,844.83	1,375,549.86	1,686,917.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12100100 - COMMISSIONER ADMIN					
PERSONAL SERVICES	859,473.28	879,176.00	903,676.00	841,942.06	954,214.00
FRINGE BENEFITS	349,107.17	368,010.00	364,010.00	335,117.60	399,779.00
CONTRACTUAL SERVICES	45,898.82	75,200.00	65,173.92	53,299.81	75,200.00
MATERIALS AND SUPPLIES	18,773.58	22,000.00	22,011.90	11,629.87	22,000.00
CAPITAL OUTLAY	7,034.84	16,500.00	11,000.00	10,319.39	11,500.00
Org: 12100100 - COMMISSIONER ADMIN TOTAL:	1,280,287.69	1,360,886.00	1,365,871.82	1,252,308.73	1,462,693.00
Org: 12100101 - ECONOMIC DEVELOPMENT					
PERSONAL SERVICES	398,212.47	458,269.00	431,497.00	392,693.43	462,500.00
FRINGE BENEFITS	164,658.10	219,680.00	208,477.00	161,778.49	193,950.00
CONTRACTUAL SERVICES	417,497.24	534,599.00	541,392.57	424,581.65	683,599.00
MATERIALS AND SUPPLIES	2,365.90	1,800.00	1,800.00	41.93	1,800.00
CAPITAL OUTLAY	104,269.39	200,000.00	210,062.18	120,286.27	200,000.00
OTHER EXPENSES	27,800.00	47,451.00	47,451.00	29,106.77	47,451.00
Org: 12100101 - ECONOMIC DEVELOPMENT TOTAL:	1,114,803.10	1,461,799.00	1,440,679.75	1,128,488.54	1,589,300.00
Org: 12100102 - AGRICULTURE					
CONTRACTUAL SERVICES	425,458.61	507,897.00	507,897.00	505,486.65	518,343.00
Org: 12100102 - AGRICULTURE TOTAL:	425,458.61	507,897.00	507,897.00	505,486.65	518,343.00
Org: 12100103 - COUNTY PRISIONER EXPENSE					
CONTRACTUAL SERVICES	-	10,000.00	10,000.00	0.00	10,000.00
Org: 12100103 - COUNTY PRISIONER EXPENSE TOTAL:	-	10,000.00	10,000.00	0.00	10,000.00
Org: 12100104 - TB CLINICS					
CONTRACTUAL SERVICES	-	1,000.00	1,000.00	0.00	1,000.00
Org: 12100104 - TB CLINICS TOTAL:	-	1,000.00	1,000.00	0.00	1,000.00
Org: 12100105 - OTHER HEALTH					
CONTRACTUAL SERVICES	237,783.52	583,651.14	614,419.88	282,712.78	594,198.48
Org: 12100105 - OTHER HEALTH TOTAL:	237,783.52	583,651.14	614,419.88	282,712.78	594,198.48
Org: 12100106 - AUDIT EXPENSES					
CONTRACTUAL SERVICES	102,131.00	115,000.00	208,300.00	101,905.50	125,000.00
Org: 12100106 - AUDIT EXPENSES TOTAL:	102,131.00	115,000.00	208,300.00	101,905.50	125,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12100107 - HUMAN RESOURCES					
PERSONAL SERVICES	174,529.63	176,891.00	176,891.00	155,300.43	191,359.00
FRINGE BENEFITS	64,873.92	68,902.00	69,902.00	62,501.03	75,253.00
CONTRACTUAL SERVICES	282,095.41	343,000.00	344,355.45	266,460.69	343,000.00
MATERIALS AND SUPPLIES	12,961.30	16,000.00	16,000.00	4,734.68	16,000.00
CAPITAL OUTLAY	1,767.15	4,000.00	4,000.00	0.00	4,000.00
Org: 12100107 - HUMAN RESOURCES TOTAL:	536,227.41	608,793.00	611,148.45	488,996.83	629,612.00
Org: 12100108 - COUNTY INSURANCE					
CONTRACTUAL SERVICES	621,438.48	730,000.00	778,582.00	659,162.59	790,000.00
Org: 12100108 - COUNTY INSURANCE TOTAL:	621,438.48	730,000.00	778,582.00	659,162.59	790,000.00
Org: 12100109 - LEVIES AND ASSESSMENTS					
CONTRACTUAL SERVICES	58,920.25	70,000.00	135,000.00	123,679.90	200,000.00
Org: 12100109 - LEVIES AND ASSESSMENTS TOTAL:	58,920.25	70,000.00	135,000.00	123,679.90	200,000.00
Org: 12100110 - MISCELLANEOUS					
CONTRACTUAL SERVICES	768,518.33	1,086,000.00	1,179,743.95	880,801.77	1,217,000.00
OTHER EXPENSES	131,467.39	150,500.00	150,500.00	134,994.61	157,500.00
TRANSFER	-	30,000.00	128,784.00	98,784.00	30,000.00
Org: 12100110 - MISCELLANEOUS TOTAL:	899,985.72	1,266,500.00	1,459,027.95	1,114,580.38	1,404,500.00
Org: 12100111 - PUBLIC DEFENDER					
CONTRACTUAL SERVICES	18,261.43	36,000.00	36,000.00	32,995.61	36,000.00
Org: 12100111 - PUBLIC DEFENDER TOTAL:	18,261.43	36,000.00	36,000.00	32,995.61	36,000.00
Org: 12100112 - UNANTICIPATED EMERGENCY					
TRANSFER	-	75,000.00	59,000.00	0.00	75,000.00
Org: 12100112 - UNANTICIPATED EMERGENCY TOTAL:	-	75,000.00	59,000.00	0.00	75,000.00
Org: 12100114 - MAINTENANCE					
PERSONAL SERVICES	612,839.73	690,500.00	702,500.00	646,688.32	810,750.00
FRINGE BENEFITS	240,565.51	318,400.00	318,400.00	287,598.53	358,728.00
CONTRACTUAL SERVICES	1,782,354.11	2,234,000.00	2,417,780.87	1,793,331.58	2,161,000.00
MATERIALS AND SUPPLIES	487,424.03	577,000.00	679,573.90	558,867.33	670,000.00
CAPITAL OUTLAY	418,452.86	235,000.00	242,653.40	241,671.96	235,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12100114 - MAINTENANCE TOTAL:	3,541,636.24	4,054,900.00	4,360,908.17	3,528,157.72	4,235,478.00
Org: 12100115 - 911 SERVICES					
CONTRACTUAL SERVICES	49,532.00	68,100.00	68,100.00	60,514.32	68,100.00
MATERIALS AND SUPPLIES	-	1,000.00	1,000.00	0.00	1,000.00
Org: 12100115 - 911 SERVICES TOTAL:	49,532.00	69,100.00	69,100.00	60,514.32	69,100.00
Org: 12100116 - TELECOM/IT					
CONTRACTUAL SERVICES	351,194.82	350,000.00	404,294.76	351,632.97	400,000.00
MATERIALS AND SUPPLIES	19,038.42	5,000.00	5,000.00	342.55	5,000.00
CAPITAL OUTLAY	2,607.60	-	7,117.87	7,117.87	-
Org: 12100116 - TELECOM/IT TOTAL:	372,840.84	355,000.00	416,412.63	359,093.39	405,000.00
Org: 12100117 - RECORD CENTER					
PERSONAL SERVICES	16,348.28	17,400.00	18,900.00	16,749.90	19,753.00
FRINGE BENEFITS	7,292.89	7,854.00	8,104.00	6,979.23	8,274.00
CONTRACTUAL SERVICES	1,271.90	3,650.00	1,900.00	1,128.41	3,650.00
MATERIALS AND SUPPLIES	514.67	10,000.00	10,000.00	4,207.12	10,000.00
CAPITAL OUTLAY	-	5,000.00	5,000.00	0.00	5,000.00
Org: 12100117 - RECORD CENTER TOTAL:	25,427.74	43,904.00	43,904.00	29,064.66	46,677.00
Org: 12100118 - DATA PROCESSING					
PERSONAL SERVICES	580,790.80	656,700.00	656,700.00	589,802.03	687,500.00
FRINGE BENEFITS	197,403.92	238,110.00	238,110.00	187,017.58	215,456.00
CONTRACTUAL SERVICES	777,463.62	1,001,000.00	1,311,028.07	940,593.22	1,448,263.00
MATERIALS AND SUPPLIES	50,131.06	70,000.00	76,834.67	56,059.09	70,000.00
CAPITAL OUTLAY	813,507.24	150,000.00	253,493.80	104,119.84	210,000.00
Org: 12100118 - DATA PROCESSING TOTAL:	2,419,296.64	2,115,810.00	2,536,166.54	1,877,591.76	2,631,219.00
Org: 12100119 - SAFETY & SECURITY					
CONTRACTUAL SERVICES	65,509.53	56,500.00	81,645.80	65,445.79	101,000.00
MATERIALS AND SUPPLIES	533.86	20,000.00	29,901.17	13,112.67	20,000.00
CAPITAL OUTLAY	41,384.23	295,000.00	306,341.56	193,492.29	80,000.00
Org: 12100119 - SAFETY & SECURITY TOTAL:	107,427.62	371,500.00	417,888.53	272,050.75	201,000.00
Org: 12100120 - PUBLIC TRANSIT					

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
PERSONAL SERVICES	-	-	26,772.00	26,771.20	-
FRINGE BENEFITS	-	-	39,577.30	39,432.38	-
Org: 12100120 - PUBLIC TRANSIT TOTAL:	-	-	66,349.30	66,203.58	-
Org: 12100148 - COMMISSIONER SHARE					
CONTRACTUAL SERVICES	612,267.32	842,767.31	771,908.34	612,767.31	679,513.36
TRANSFER	784,708.00	898,600.00	1,077,290.02	1,043,005.07	980,800.00
Org: 12100148 - COMMISSIONER SHARE TOTAL:	1,396,975.32	1,741,367.31	1,849,198.36	1,655,772.38	1,660,313.36
Org: 12100149 - TRANSFERS					
TRANSFER	12,949,465.16	6,395,565.69	12,858,294.69	12,481,986.54	8,503,166.75
Org: 12100149 - TRANSFERS TOTAL:	12,949,465.16	6,395,565.69	12,858,294.69	12,481,986.54	8,503,166.75
Org: 12100150 - VISITATION					
PERSONAL SERVICES	37,473.29	37,700.00	46,610.00	35,989.95	145,670.00
FRINGE BENEFITS	6,359.19	8,069.00	9,312.00	5,965.27	26,011.00
CONTRACTUAL SERVICES	-	1,000.00	10,310.00	0.00	90,025.00
MATERIALS AND SUPPLIES	-	500.00	500.00	0.00	-
Org: 12100150 - VISITATION TOTAL:	43,832.48	47,269.00	66,732.00	41,955.22	261,706.00
DIVISION 12 COMMISSIONER TOTAL:	26,201,731.25	22,020,942.14	29,911,881.07	26,062,707.83	25,449,306.59

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 13 - COMMON PLEAS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 13100100 - COMMON PLEAS					
PERSONAL SERVICES	519,862.18	541,446.00	513,177.50	461,386.42	576,551.00
FRINGE BENEFITS	259,080.18	252,847.00	281,115.50	246,684.39	293,737.14
CONTRACTUAL SERVICES	87,435.32	157,300.00	157,300.00	114,585.55	161,300.00
MATERIALS AND SUPPLIES	19,171.73	22,500.00	20,000.00	10,257.03	22,500.00
CAPITAL OUTLAY	7,531.50	42,000.00	108,500.00	65,124.35	42,000.00
Org: 13100100 - COMMON PLEAS TOTAL:	893,080.91	1,016,093.00	1,080,093.00	898,037.74	1,096,088.14
Org: 13100101 - COMMON PLEAS					
CONTRACTUAL SERVICES	420,290.02	550,000.00	550,000.00	476,075.95	550,000.00
Org: 13100101 - COMMON PLEAS TOTAL:	420,290.02	550,000.00	550,000.00	476,075.95	550,000.00
Org: 13100110 - COMMON PLEAS					
PERSONAL SERVICES	536,160.12	565,717.00	565,717.00	493,234.29	637,109.00
FRINGE BENEFITS	234,837.28	293,830.00	293,830.00	223,612.39	337,486.00
CONTRACTUAL SERVICES	341,797.45	350,000.00	396,128.20	357,041.65	350,000.00
Org: 13100110 - COMMON PLEAS TOTAL:	1,112,794.85	1,209,547.00	1,255,675.20	1,073,888.33	1,324,595.00
Org: 13100115 - COMMON PLEAS					
PERSONAL SERVICES	1,483.20	1,672.00	1,672.00	1,359.60	1,672.00
FRINGE BENEFITS	325.12	306.00	306.00	222.53	306.00
Org: 13100115 - COMMON PLEAS TOTAL:	1,808.32	1,978.00	1,978.00	1,582.13	1,978.00
DIVISION 13 COMMON PLEAS TOTAL:	2,427,974.10	2,777,618.00	2,887,746.20	2,449,584.15	2,972,661.14

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 15 - DOMESTIC RELATIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 15100100 - DOMESTIC RELATIONS ADMIN					
PERSONAL SERVICES	658,890.42	690,059.00	741,152.00	679,021.45	784,539.00
FRINGE BENEFITS	248,676.47	321,477.00	294,274.00	266,511.79	310,669.00
CONTRACTUAL SERVICES	18,741.08	24,760.00	27,020.56	21,635.04	24,760.00
MATERIALS AND SUPPLIES	2,886.38	2,670.00	5,709.56	4,351.85	2,670.00
CAPITAL OUTLAY	9,978.90	56,224.00	101,707.37	90,249.21	56,224.00
Org: 15100100 - DOMESTIC RELATIONS ADMIN TOTAL:	939,173.25	1,095,190.00	1,169,863.49	1,061,769.34	1,178,862.00
Org: 15100101 - DOMESTIC RELATIONS ADMIN					
CONTRACTUAL SERVICES	15,086.42	18,000.00	18,000.00	10,719.56	18,000.00
Org: 15100101 - DOMESTIC RELATIONS ADMIN TOTAL:	15,086.42	18,000.00	18,000.00	10,719.56	18,000.00
DIVISION 15 DOMESTIC RELATIONS TOTAL:	954,259.67	1,113,190.00	1,187,863.49	1,072,488.90	1,196,862.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 17 - JUVENILE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 17100100 - JUVENILE COURT ADMINISTRATION					
CONTRACTUAL SERVICES	4,880.09	18,050.00	19,718.00	5,687.71	18,050.00
Org: 17100100 - JUVENILE COURT ADMINISTRATION TOTAL:	4,880.09	18,050.00	19,718.00	5,687.71	18,050.00
Org: 17100101 - JUVENILE COURT ADMINISTRATION					
PERSONAL SERVICES	1,752,996.96	1,729,384.00	1,757,384.00	1,613,549.01	1,826,839.00
FRINGE BENEFITS	737,299.56	804,690.00	776,690.00	705,259.20	873,490.00
CONTRACTUAL SERVICES	202,843.39	254,300.00	271,327.04	219,945.20	254,300.00
MATERIALS AND SUPPLIES	16,726.81	20,000.00	21,449.06	18,489.69	20,000.00
CAPITAL OUTLAY	179,000.00	179,000.00	179,000.00	179,000.00	192,200.00
OTHER EXPENSES	6,311.98	10,000.00	10,000.00	8,519.40	10,000.00
Org: 17100101 - JUVENILE COURT ADMINISTRATION TOTAL:	2,895,178.70	2,997,374.00	3,015,850.10	2,744,762.50	3,176,829.00
Org: 17100102 - JUVENILE COURT ADMINISTRATION					
CONTRACTUAL SERVICES	566,643.90	550,000.00	715,000.00	637,608.87	715,000.00
Org: 17100102 - JUVENILE COURT ADMINISTRATION TOTAL:	566,643.90	550,000.00	715,000.00	637,608.87	715,000.00
DIVISION 17 JUVENILE COURT TOTAL:	3,466,702.69	3,565,424.00	3,750,568.10	3,388,059.08	3,909,879.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 18 - MUNICIPAL COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 18100100 - MUNICIPAL COURT ADMIN					
CONTRACTUAL SERVICES	488,443.40	476,600.00	553,772.73	443,563.52	503,500.00
MATERIALS AND SUPPLIES	5,937.50	35,000.00	35,000.00	34,917.44	35,000.00
Org: 18100100 - MUNICIPAL COURT ADMIN TOTAL:	494,380.90	511,600.00	588,772.73	478,480.96	538,500.00
Org: 18100101 - MUNICIPAL COURT ADMIN					
CONTRACTUAL SERVICES	732,488.57	815,000.00	815,000.00	738,097.10	815,000.00
Org: 18100101 - MUNICIPAL COURT ADMIN TOTAL:	732,488.57	815,000.00	815,000.00	738,097.10	815,000.00
DIVISION 18 MUNICIPAL COURT TOTAL:	1,226,869.47	1,326,600.00	1,403,772.73	1,216,578.06	1,353,500.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 19 - MUNICIPAL COURT CLERK	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 19100100 - MUNICIPAL COURT CLERK ADMIN CONTRACTUAL SERVICES	111,227.50	122,961.86	157,174.61	118,386.77	136,799.62
Org: 19100100 - MUNICIPAL COURT CLERK ADMIN TOTAL:	111,227.50	122,961.86	157,174.61	118,386.77	136,799.62
DIVISION 19 MUNICIPAL COURT CLERK TOTAL:	111,227.50	122,961.86	157,174.61	118,386.77	136,799.62

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 20 - PROBATE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 20100100 - PROBATE COURT ADMIN					
PERSONAL SERVICES	515,554.09	544,645.00	544,645.00	483,864.63	551,459.00
FRINGE BENEFITS	239,288.15	265,279.00	265,279.00	224,337.76	280,185.00
CONTRACTUAL SERVICES	42,987.09	64,200.00	64,400.85	54,861.47	64,200.00
MATERIALS AND SUPPLIES	3,947.34	5,000.00	5,000.00	4,498.05	5,000.00
Org: 20100100 - PROBATE COURT ADMIN TOTAL:	801,776.67	879,124.00	879,324.85	767,561.91	900,844.00
DIVISION 20 PROBATE COURT TOTAL:	801,776.67	879,124.00	879,324.85	767,561.91	900,844.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 21 - PROSECUTOR	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 21100100 - PROSECUTOR ADMIN					
PERSONAL SERVICES	1,412,635.36	1,584,182.00	1,584,182.00	1,437,612.12	1,675,472.00
FRINGE BENEFITS	487,553.34	582,200.00	582,200.00	511,156.84	616,841.00
CONTRACTUAL SERVICES	18,493.52	19,500.00	20,226.27	17,694.29	19,500.00
MATERIALS AND SUPPLIES	14,768.79	15,000.00	15,000.00	13,433.44	10,000.00
CAPITAL OUTLAY	65,346.43	66,500.00	66,573.74	66,573.53	66,500.00
TRANSFER	139,000.00	157,000.00	157,000.00	157,000.00	167,600.00
Org: 21100100 - PROSECUTOR ADMIN TOTAL:	2,137,797.44	2,424,382.00	2,425,182.01	2,203,470.22	2,555,913.00
DIVISION 21 PROSECUTOR TOTAL:	2,137,797.44	2,424,382.00	2,425,182.01	2,203,470.22	2,555,913.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 22 - RECORDER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 22100100 - RECORDER ADMIN					
PERSONAL SERVICES	230,349.52	248,450.00	248,450.00	227,536.00	279,711.00
FRINGE BENEFITS	127,205.43	150,875.00	150,875.00	138,184.37	163,598.46
CONTRACTUAL SERVICES	11,775.03	17,510.00	17,586.46	8,469.54	17,510.00
MATERIALS AND SUPPLIES	906.58	2,000.00	2,000.00	330.72	2,000.00
CAPITAL OUTLAY	-	5,000.00	5,000.00	1,121.60	-
Org: 22100100 - RECORDER ADMIN TOTAL:	370,236.56	423,835.00	423,911.46	375,642.23	462,819.46
DIVISION 22 RECORDER TOTAL:	370,236.56	423,835.00	423,911.46	375,642.23	462,819.46

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23100101 - FISCAL					
PERSONAL SERVICES	9,223,364.76	10,787,820.00	10,365,885.00	9,414,690.32	11,979,158.38
FRINGE BENEFITS	3,537,839.98	4,378,358.00	3,788,258.00	3,431,562.60	4,520,027.00
CONTRACTUAL SERVICES	1,736,540.83	2,306,778.00	3,230,913.07	2,838,812.49	2,090,624.00
MATERIALS AND SUPPLIES	819,627.52	862,000.00	1,019,282.46	906,648.12	975,069.00
CAPITAL OUTLAY	1,120,624.03	1,212,508.00	1,867,930.62	1,178,875.03	869,071.00
OTHER EXPENSES	10,560.00	10,560.00	10,560.00	10,560.00	10,560.00
Org: 23100101 - FISCAL TOTAL:	16,448,557.12	19,558,024.00	20,282,829.15	17,781,148.56	20,444,509.38
DIVISION 23 SHERIFF TOTAL:	16,448,557.12	19,558,024.00	20,282,829.15	17,781,148.56	20,444,509.38

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 24 - TREASURER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 24100100 - TREASURER ADMIN GENERAL					
PERSONAL SERVICES	340,423.70	364,084.00	364,084.00	313,026.32	382,693.00
FRINGE BENEFITS	166,924.84	189,320.00	189,320.00	153,389.73	196,325.00
CONTRACTUAL SERVICES	62,220.91	84,200.00	85,748.63	66,270.53	86,700.00
MATERIALS AND SUPPLIES	1,180.85	2,600.00	2,794.20	1,105.02	2,600.00
CAPITAL OUTLAY	16,513.56	17,000.00	18,995.00	18,975.94	11,000.00
Org: 24100100 - TREASURER ADMIN GENERAL TOTAL:	587,263.86	657,204.00	660,941.83	552,767.54	679,318.00
DIVISION 24 TREASURER TOTAL:	587,263.86	657,204.00	660,941.83	552,767.54	679,318.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 25 - CORONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 25100100 - CORONER ADMIN					
PERSONAL SERVICES	194,436.92	219,668.00	219,668.00	191,429.33	186,085.00
FRINGE BENEFITS	73,693.37	89,532.00	89,532.00	73,776.22	80,700.00
CONTRACTUAL SERVICES	249,316.47	295,720.00	371,783.68	309,167.61	333,376.53
MATERIALS AND SUPPLIES	3,058.62	4,300.00	4,300.00	901.13	4,700.00
CAPITAL OUTLAY	14,183.11	15,000.00	15,000.00	11,670.65	15,000.00
Org: 25100100 - CORONER ADMIN TOTAL:	534,688.49	624,220.00	700,283.68	586,944.94	619,861.53
DIVISION 25 CORONER TOTAL:	534,688.49	624,220.00	700,283.68	586,944.94	619,861.53

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 51 - BOARD OF ELECTIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 51100101 - SPECIAL ELECTION					
PERSONAL SERVICES	729,558.31	1,081,416.00	1,081,416.00	843,540.62	1,113,289.00
FRINGE BENEFITS	343,512.05	373,938.00	373,938.00	338,297.16	399,619.00
CONTRACTUAL SERVICES	382,724.07	457,706.00	466,492.92	351,133.44	476,254.00
MATERIALS AND SUPPLIES	29,266.01	77,000.00	80,903.00	76,396.55	37,000.00
CAPITAL OUTLAY	12,631.45	55,000.00	59,733.89	35,157.21	55,000.00
Org: 51100101 - SPECIAL ELECTION TOTAL:	1,497,691.89	2,045,060.00	2,062,483.81	1,644,524.98	2,081,162.00
DIVISION 51 BOARD OF ELECTIONS TOTAL:	1,497,691.89	2,045,060.00	2,062,483.81	1,644,524.98	2,081,162.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1001 - GENERAL FUND DIVISION: 53 - VETERAN SERVICE COMMISSION	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 53100100 - VETERAN SERVICE COMMISSION ADM					
PERSONAL SERVICES	445,316.25	533,500.00	533,500.00	428,442.08	548,260.00
FRINGE BENEFITS	110,342.82	135,693.00	135,693.00	105,934.05	137,980.00
CONTRACTUAL SERVICES	401,182.29	967,500.00	977,151.01	474,060.08	1,005,443.00
MATERIALS AND SUPPLIES	68,017.80	91,500.00	91,963.39	25,812.70	91,500.00
CAPITAL OUTLAY	117,559.43	140,000.00	140,000.00	4,835.85	140,000.00
Org: 53100100 - VETERAN SERVICE COMMISSION ADM TOTAL:	1,142,418.59	1,868,193.00	1,878,307.40	1,039,084.76	1,923,183.00
Org: 53100101 - VETERANS SERVICE - OTHER					
CONTRACTUAL SERVICES	16,000.00	53,000.00	53,000.00	25,618.43	53,000.00
MATERIALS AND SUPPLIES	18,640.61	50,000.00	50,000.00	21,250.46	50,000.00
Org: 53100101 - VETERANS SERVICE - OTHER TOTAL:	34,640.61	103,000.00	103,000.00	46,868.89	103,000.00
DIVISION 53 VETERAN SERVICE COMMISSION TOTAL:	1,177,059.20	1,971,193.00	1,981,307.40	1,085,953.65	2,026,183.00
FUND 1001 GENERAL FUND TOTAL	61,042,237.29	62,942,881.00	72,352,458.84	62,272,746.19	68,479,646.72

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1025 - FOJ-SHERIFF ALLOWANCE DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23102500 - FISCAL					
OTHER EXPENSES	48,943.00	49,799.00	49,799.00	49,799.00	-
Org: 23102500 - FISCAL TOTAL:	48,943.00	49,799.00	49,799.00	49,799.00	-
DIVISION 23 SHERIFF TOTAL:	48,943.00	49,799.00	49,799.00	49,799.00	-
FUND 1025 FOJ-SHERIFF ALLOWANCE TOTAL	48,943.00	49,799.00	49,799.00	49,799.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1050 - FOJ-PROSECUTOR ALLOWANCE DIVISION: 21 - PROSECUTOR	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 21105000 - PROSECUTOR ADMIN					
OTHER EXPENSES	75,372.00	75,372.00	76,691.00	76,691.00	78,033.00
Org: 21105000 - PROSECUTOR ADMIN TOTAL:	75,372.00	75,372.00	76,691.00	76,691.00	78,033.00
DIVISION 21 PROSECUTOR TOTAL:	75,372.00	75,372.00	76,691.00	76,691.00	78,033.00
FUND 1050 FOJ-PROSECUTOR ALLOWANCE TOTAL	75,372.00	75,372.00	76,691.00	76,691.00	78,033.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 1080 - TRUST, UNCLAIMED MONIES DIVISION: 24 - TREASURER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 24108000 - TREASURER ADMIN GENERAL					
OTHER EXPENSES	2,849.30	5,000.00	7,500.00	7,248.34	5,000.00
TRANSFER	33,674.08	27,776.00	27,776.00	27,775.37	23,100.00
Org: 24108000 - TREASURER ADMIN GENERAL TOTAL:	36,523.38	32,776.00	35,276.00	35,023.71	28,100.00
DIVISION 24 TREASURER TOTAL:	36,523.38	32,776.00	35,276.00	35,023.71	28,100.00
FUND 1080 TRUST, UNCLAIMED MONIES TOTAL	36,523.38	32,776.00	35,276.00	35,023.71	28,100.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2002 - DOG AND KENNEL DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12200200 - DOG & KENNEL					
PERSONAL SERVICES	326,957.43	361,500.00	361,500.00	297,701.46	387,500.00
FRINGE BENEFITS	107,035.72	160,800.00	160,800.00	99,897.88	164,150.00
CONTRACTUAL SERVICES	140,529.13	175,750.00	195,102.51	140,179.18	123,150.00
MATERIALS AND SUPPLIES	28,853.31	47,500.00	52,110.34	26,652.17	50,500.00
CAPITAL OUTLAY	8,757.36	2,400.00	26,711.05	26,399.09	85,000.00
OTHER EXPENSES	25,120.00	200.00	200.00	100.00	200.00
Org: 12200200 - DOG & KENNEL TOTAL:	637,252.95	748,150.00	796,423.90	590,929.78	810,500.00
DIVISION 12 COMMISSIONER TOTAL:	637,252.95	748,150.00	796,423.90	590,929.78	810,500.00
FUND 2002 DOG AND KENNEL TOTAL	637,252.95	748,150.00	796,423.90	590,929.78	810,500.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2015 - FCJFS - CSEA DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12201507 - CSEA					
PERSONAL SERVICES	1,263,718.07	1,393,783.00	1,393,783.00	1,269,216.90	1,579,900.00
FRINGE BENEFITS	618,123.58	681,855.00	681,855.00	613,163.41	760,200.00
CONTRACTUAL SERVICES	403,379.08	467,450.00	784,450.00	356,401.83	468,200.00
MATERIALS AND SUPPLIES	3,116.67	6,300.00	6,300.00	2,247.32	6,000.00
Org: 12201507 - CSEA TOTAL:	2,288,337.40	2,549,388.00	2,866,388.00	2,241,029.46	2,814,300.00
DIVISION 12 COMMISSIONER TOTAL:	2,288,337.40	2,549,388.00	2,866,388.00	2,241,029.46	2,814,300.00
FUND 2015 FCJFS - CSEA TOTAL	2,288,337.40	2,549,388.00	2,866,388.00	2,241,029.46	2,814,300.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2018 - FCJFS - PUBLIC ASSISTANCE DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12201807 - PA FUND					
PERSONAL SERVICES	-	-	3,000.00	3,000.00	-
FRINGE BENEFITS	-	-	-	43.50	-
CONTRACTUAL SERVICES	413,533.27	578,897.00	733,178.65	232,159.05	334,000.00
MATERIALS AND SUPPLIES	211,342.13	292,000.00	310,532.00	109,593.70	207,000.00
CAPITAL OUTLAY	6,120.41	123,000.00	123,000.00	5,003.71	78,000.00
OTHER EXPENSES	942.97	1,000.00	2,403.01	2,304.40	2,000.00
Org: 12201807 - PA FUND TOTAL:	631,938.78	994,897.00	1,172,113.66	352,104.36	621,000.00
Org: 12201811 - JFS-SHARED					
PERSONAL SERVICES	894,209.64	1,042,705.00	1,042,705.00	912,355.84	1,031,500.00
FRINGE BENEFITS	349,138.76	388,579.00	388,579.00	366,906.75	395,434.00
CONTRACTUAL SERVICES	14,258.65	15,500.00	20,600.00	18,233.03	21,100.00
MATERIALS AND SUPPLIES	3,289.53	4,000.00	3,200.00	3,190.47	2,000.00
Org: 12201811 - JFS-SHARED TOTAL:	1,260,896.58	1,450,784.00	1,455,084.00	1,300,686.09	1,450,034.00
Org: 12201812 - JFS-IM					
PERSONAL SERVICES	3,080,624.92	3,580,610.00	3,580,610.00	2,997,559.69	3,890,240.00
FRINGE BENEFITS	1,547,072.79	1,765,545.74	1,765,545.74	1,527,241.46	1,959,468.00
CONTRACTUAL SERVICES	3,193,537.62	3,645,546.00	3,858,166.00	2,970,826.13	4,463,350.00
MATERIALS AND SUPPLIES	38,066.62	7,880.00	7,880.00	3,202.33	10,000.00
Org: 12201812 - JFS-IM TOTAL:	7,859,301.95	8,999,581.74	9,212,201.74	7,498,829.61	10,323,058.00
Org: 12201813 - JFS-PA					
PERSONAL SERVICES	175,192.35	284,572.00	284,572.00	168,413.58	207,250.00
FRINGE BENEFITS	44,511.01	76,175.00	76,175.00	39,430.19	67,876.00
CONTRACTUAL SERVICES	17,035.58	33,386.00	28,386.00	14,063.70	18,250.00
MATERIALS AND SUPPLIES	34,318.64	600.00	5,600.00	4,401.66	2,000.00
Org: 12201813 - JFS-PA TOTAL:	271,057.58	394,733.00	394,733.00	226,309.13	295,376.00
Org: 12201814 - JFS-CS					
PERSONAL SERVICES	4,427,577.24	5,331,434.54	5,331,434.54	4,284,365.79	5,507,000.00
FRINGE BENEFITS	1,768,357.47	2,713,384.00	2,713,384.00	1,684,653.86	2,679,900.00
CONTRACTUAL SERVICES	53,506.35	53,400.00	63,400.00	47,028.76	60,400.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2018 - FCJFS - PUBLIC ASSISTANCE DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12201814 - JFS-CS TOTAL:	6,249,441.06	8,098,218.54	8,108,218.54	6,016,048.41	8,247,300.00
Org: 12201815 - JFS-WWK					
PERSONAL SERVICES	48,948.51	53,421.00	53,421.00	52,325.31	57,000.00
FRINGE BENEFITS	12,693.25	17,660.00	17,660.00	16,489.80	19,400.00
CONTRACTUAL SERVICES	6,125.27	-	-	0.00	-
Org: 12201815 - JFS-WWK TOTAL:	67,767.03	71,081.00	71,081.00	68,815.11	76,400.00
Org: 12201816 - JFS EPIC PA FUND					
PERSONAL SERVICES	34,800.39	-	-	0.00	-
FRINGE BENEFITS	19,548.78	-	-	0.00	-
CONTRACTUAL SERVICES	379.58	-	-	0.00	-
Org: 12201816 - JFS EPIC PA FUND TOTAL:	54,728.75	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	16,395,131.73	20,009,295.28	20,413,431.94	15,462,792.71	21,013,168.00
FUND 2018 FCJFS - PUBLIC ASSISTANCE TOTAL	16,395,131.73	20,009,295.28	20,413,431.94	15,462,792.71	21,013,168.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2022 - REAL ESTATE ASSESSMENT DIVISION: 10 - AUDITOR	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 10202200 - AUDITOR ADMIN					
PERSONAL SERVICES	1,090,256.98	1,138,000.00	1,138,000.00	1,033,628.41	1,224,000.00
FRINGE BENEFITS	484,283.96	589,300.00	589,300.00	455,468.08	673,230.00
CONTRACTUAL SERVICES	707,934.95	926,000.00	2,491,433.24	1,477,986.17	935,800.00
MATERIALS AND SUPPLIES	7,944.35	67,000.00	67,521.23	25,353.27	67,800.00
CAPITAL OUTLAY	57,856.51	155,000.00	160,024.34	83,698.42	105,000.00
Org: 10202200 - AUDITOR ADMIN TOTAL:	2,348,276.75	2,875,300.00	4,446,278.81	3,076,134.35	3,005,830.00
DIVISION 10 AUDITOR TOTAL:	2,348,276.75	2,875,300.00	4,446,278.81	3,076,134.35	3,005,830.00
FUND 2022 REAL ESTATE ASSESSMENT TOTAL	2,348,276.75	2,875,300.00	4,446,278.81	3,076,134.35	3,005,830.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2024 - MOTOR VEHICLE DIVISION: 16 - ENGINEER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 16202401 - ENGINEER ADMIN					
PERSONAL SERVICES	912,270.65	858,884.00	859,019.32	877,055.37	931,965.00
FRINGE BENEFITS	319,656.97	340,824.00	340,824.00	307,930.56	361,838.00
CONTRACTUAL SERVICES	413,728.26	510,650.00	1,493,449.61	328,660.32	521,060.00
MATERIALS AND SUPPLIES	11,029.45	9,950.00	15,204.90	6,621.24	9,950.00
CAPITAL OUTLAY	61,676.43	25,000.00	35,000.07	24,105.24	35,000.00
TRANSFER	957,963.12	-	-	0.00	-
Org: 16202401 - ENGINEER ADMIN TOTAL:	2,676,324.88	1,745,308.00	2,743,497.90	1,544,372.73	1,859,813.00
Org: 16202403 - ROAD					
PERSONAL SERVICES	2,393,817.20	2,726,274.00	2,726,274.00	2,100,976.90	3,061,978.00
FRINGE BENEFITS	1,087,942.61	1,508,825.00	1,508,825.00	1,016,195.21	1,636,305.00
CONTRACTUAL SERVICES	513,947.71	420,000.00	666,195.76	424,962.30	350,000.00
MATERIALS AND SUPPLIES	752,398.06	711,375.00	1,084,627.73	560,563.08	603,875.00
CAPITAL OUTLAY	1,599,127.19	80,000.00	281,697.22	203,474.71	225,000.00
OTHER EXPENSES	4,793.70	10,000.00	10,001.97	5,482.28	5,000.00
Org: 16202403 - ROAD TOTAL:	6,352,026.47	5,456,474.00	6,277,621.68	4,311,654.48	5,882,158.00
Org: 16202404 - BRIDGE					
PERSONAL SERVICES	551,967.84	693,971.00	703,371.00	589,251.22	878,494.00
FRINGE BENEFITS	239,856.94	349,888.00	349,888.00	249,785.14	443,441.00
CONTRACTUAL SERVICES	28,863.24	33,500.00	53,610.00	47,062.43	33,500.00
MATERIALS AND SUPPLIES	463.31	500.00	500.00	0.00	500.00
CAPITAL OUTLAY	26,822.26	7,000.00	7,000.00	6,706.00	7,000.00
Org: 16202404 - BRIDGE TOTAL:	847,973.59	1,084,859.00	1,114,369.00	892,804.79	1,362,935.00
Org: 16202405 - PROJECTS					
CONTRACTUAL SERVICES	545,542.54	379,500.00	1,029,613.20	738,759.04	353,500.00
MATERIALS AND SUPPLIES	702,945.89	385,000.00	953,087.66	903,649.24	400,000.00
CAPITAL OUTLAY	1,005,028.87	1,450,000.00	2,050,001.49	1,144,303.19	275,000.00
Org: 16202405 - PROJECTS TOTAL:	2,253,517.30	2,214,500.00	4,032,702.35	2,786,711.47	1,028,500.00
Org: 16202406 - PROJECTS					
CONTRACTUAL SERVICES	56,825.00	25,000.00	67,635.00	42,635.00	25,000.00
MATERIALS AND SUPPLIES	2,546.49	5,000.00	5,000.00	1,708.04	5,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2024 - MOTOR VEHICLE DIVISION: 16 - ENGINEER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 16202406 - PROJECTS TOTAL:	59,371.49	30,000.00	72,635.00	44,343.04	30,000.00
DIVISION 16 ENGINEER TOTAL:	12,189,213.73	10,531,141.00	14,240,825.93	9,579,886.51	10,163,406.00
FUND 2024 MOTOR VEHICLE TOTAL	12,189,213.73	10,531,141.00	14,240,825.93	9,579,886.51	10,163,406.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2027 - SHERIFF - WEIGHTS (RD & BRDG) DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23202700 - SHERIFF RD & BRIDGE WGHTS					
PERSONAL SERVICES	71,509.28	77,181.00	77,181.00	69,934.23	84,700.00
FRINGE BENEFITS	35,465.02	37,424.00	37,424.00	34,433.94	40,570.00
CONTRACTUAL SERVICES	378.00	-	142.00	138.00	50.00
MATERIALS AND SUPPLIES	235.03	200.00	705.00	583.01	250.00
CAPITAL OUTLAY	64,265.00	-	255.00	104.24	250.00
Org: 23202700 - SHERIFF RD & BRIDGE WGHTS TOTAL:	171,852.33	114,805.00	115,707.00	105,193.42	125,820.00
DIVISION 23 SHERIFF TOTAL:	171,852.33	114,805.00	115,707.00	105,193.42	125,820.00
FUND 2027 SHERIFF - WEIGHTS (RD & BRDG) TOTAL	171,852.33	114,805.00	115,707.00	105,193.42	125,820.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2036 - YOUTH SERV/FELONY DELQ CARE DIVISION: 17 - JUVENILE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 17203600 - JUVENILE COURT YOUTH SERVICES					
PERSONAL SERVICES	523,072.27	572,979.00	551,479.00	456,077.01	593,908.00
FRINGE BENEFITS	208,915.90	235,955.00	244,955.00	200,058.95	292,773.00
CONTRACTUAL SERVICES	149,980.65	233,773.00	871,123.81	437,066.38	683,363.00
MATERIALS AND SUPPLIES	4,574.97	4,416.00	5,578.13	3,650.92	5,000.00
CAPITAL OUTLAY	11,903.24	25,420.00	-	0.00	-
OTHER EXPENSES	-	-	20,000.00	2,002.49	20,000.00
Org: 17203600 - JUVENILE COURT YOUTH SERVICES TOTAL:	898,447.03	1,072,543.00	1,693,135.94	1,098,855.75	1,595,044.00
DIVISION 17 JUVENILE COURT TOTAL:	898,447.03	1,072,543.00	1,693,135.94	1,098,855.75	1,595,044.00
FUND 2036 YOUTH SERV/FELONY DELQ CARE TOTAL	898,447.03	1,072,543.00	1,693,135.94	1,098,855.75	1,595,044.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2050 - SA-DITCH MAINTENANCE DIVISION: 30 - DITCH MAINT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 30205500 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	4,317.61	-	-	0.00	-
Org: 30205500 - DITCH MAINT ASSESSMENTS TOTAL:	4,317.61	-	-	0.00	-
Org: 30205700 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	11,279.56	-	8,789.96	8,392.39	-
Org: 30205700 - DITCH MAINT ASSESSMENTS TOTAL:	11,279.56	-	8,789.96	8,392.39	-
Org: 30234600 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	112.55	-	116.65	116.65	-
Org: 30234600 - DITCH MAINT ASSESSMENTS TOTAL:	112.55	-	116.65	116.65	-
Org: 30234800 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	587.19	-	268.62	268.62	-
Org: 30234800 - DITCH MAINT ASSESSMENTS TOTAL:	587.19	-	268.62	268.62	-
Org: 30235000 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	281.41	-	334.94	334.94	-
Org: 30235000 - DITCH MAINT ASSESSMENTS TOTAL:	281.41	-	334.94	334.94	-
Org: 30236300 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	1,793.73	-	777.08	777.08	-
Org: 30236300 - DITCH MAINT ASSESSMENTS TOTAL:	1,793.73	-	777.08	777.08	-
Org: 30238700 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	188.81	-	200.30	200.30	-
Org: 30238700 - DITCH MAINT ASSESSMENTS TOTAL:	188.81	-	200.30	200.30	-
Org: 30241300 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	112.55	-	352.68	352.68	-
Org: 30241300 - DITCH MAINT ASSESSMENTS TOTAL:	112.55	-	352.68	352.68	-
Org: 30245000 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	382.04	-	644.50	644.50	-
Org: 30245000 - DITCH MAINT ASSESSMENTS TOTAL:	382.04	-	644.50	644.50	-
Org: 30246400 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	1,341.49	-	-	0.00	-
Org: 30246400 - DITCH MAINT ASSESSMENTS TOTAL:	1,341.49	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2050 - SA-DITCH MAINTENANCE DIVISION: 30 - DITCH MAINT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 30246600 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	3,302.43	-	105.65	105.65	-
Org: 30246600 - DITCH MAINT ASSESSMENTS TOTAL:	3,302.43	-	105.65	105.65	-
Org: 30246700 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	202.70	-	268.36	268.36	-
Org: 30246700 - DITCH MAINT ASSESSMENTS TOTAL:	202.70	-	268.36	268.36	-
Org: 30249100 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	100.45	-	-	0.00	-
Org: 30249100 - DITCH MAINT ASSESSMENTS TOTAL:	100.45	-	-	0.00	-
Org: 30249300 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	294.24	-	822.55	822.55	-
Org: 30249300 - DITCH MAINT ASSESSMENTS TOTAL:	294.24	-	822.55	822.55	-
Org: 30249600 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	952.50	-	965.15	965.15	-
Org: 30249600 - DITCH MAINT ASSESSMENTS TOTAL:	952.50	-	965.15	965.15	-
Org: 30249700 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	188.81	-	211.30	211.30	-
Org: 30249700 - DITCH MAINT ASSESSMENTS TOTAL:	188.81	-	211.30	211.30	-
Org: 30251300 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	188.81	-	214.28	214.28	-
Org: 30251300 - DITCH MAINT ASSESSMENTS TOTAL:	188.81	-	214.28	214.28	-
Org: 30251900 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	188.81	-	559.12	559.12	-
Org: 30251900 - DITCH MAINT ASSESSMENTS TOTAL:	188.81	-	559.12	559.12	-
Org: 30254200 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	95.61	-	-	0.00	-
Org: 30254200 - DITCH MAINT ASSESSMENTS TOTAL:	95.61	-	-	0.00	-
Org: 30260400 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	173.37	-	168.13	168.13	-
Org: 30260400 - DITCH MAINT ASSESSMENTS TOTAL:	173.37	-	168.13	168.13	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2050 - SA-DITCH MAINTENANCE DIVISION: 30 - DITCH MAINT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 30260500 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	2,254.31	-	1,243.84	1,243.84	-
Org: 30260500 - DITCH MAINT ASSESSMENTS TOTAL:	2,254.31	-	1,243.84	1,243.84	-
Org: 30260800 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	1,203.32	-	389.89	389.89	-
Org: 30260800 - DITCH MAINT ASSESSMENTS TOTAL:	1,203.32	-	389.89	389.89	-
Org: 30261500 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	709.37	-	454.06	454.06	-
Org: 30261500 - DITCH MAINT ASSESSMENTS TOTAL:	709.37	-	454.06	454.06	-
Org: 30265900 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	578.52	-	1,057.99	1,057.99	-
Org: 30265900 - DITCH MAINT ASSESSMENTS TOTAL:	578.52	-	1,057.99	1,057.99	-
Org: 30269200 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	430.43	-	852.57	852.57	-
Org: 30269200 - DITCH MAINT ASSESSMENTS TOTAL:	430.43	-	852.57	852.57	-
Org: 30269300 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	734.37	-	398.20	398.20	-
Org: 30269300 - DITCH MAINT ASSESSMENTS TOTAL:	734.37	-	398.20	398.20	-
Org: 30269600 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	1,160.67	-	159.18	159.18	-
Org: 30269600 - DITCH MAINT ASSESSMENTS TOTAL:	1,160.67	-	159.18	159.18	-
Org: 30274600 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	246.94	-	-	0.00	-
Org: 30274600 - DITCH MAINT ASSESSMENTS TOTAL:	246.94	-	-	0.00	-
Org: 30280500 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	574.60	-	512.97	512.97	-
Org: 30280500 - DITCH MAINT ASSESSMENTS TOTAL:	574.60	-	512.97	512.97	-
Org: 30281000 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	8,089.37	-	4,862.18	4,862.18	-
Org: 30281000 - DITCH MAINT ASSESSMENTS TOTAL:	8,089.37	-	4,862.18	4,862.18	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2050 - SA-DITCH MAINTENANCE DIVISION: 30 - DITCH MAINT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 30281100 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	880.40	-	449.83	449.83	-
Org: 30281100 - DITCH MAINT ASSESSMENTS TOTAL:	880.40	-	449.83	449.83	-
Org: 30281400 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	801.71	-	754.86	754.86	-
Org: 30281400 - DITCH MAINT ASSESSMENTS TOTAL:	801.71	-	754.86	754.86	-
Org: 30281500 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	4,829.19	-	530.46	530.46	-
Org: 30281500 - DITCH MAINT ASSESSMENTS TOTAL:	4,829.19	-	530.46	530.46	-
Org: 30281600 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	13,535.47	-	809.42	809.42	-
Org: 30281600 - DITCH MAINT ASSESSMENTS TOTAL:	13,535.47	-	809.42	809.42	-
Org: 30281700 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	2,263.01	-	1,181.51	1,181.51	-
Org: 30281700 - DITCH MAINT ASSESSMENTS TOTAL:	2,263.01	-	1,181.51	1,181.51	-
Org: 30281900 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	5,838.01	-	676.22	676.22	-
Org: 30281900 - DITCH MAINT ASSESSMENTS TOTAL:	5,838.01	-	676.22	676.22	-
Org: 30282000 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	202.70	-	369.53	369.53	-
Org: 30282000 - DITCH MAINT ASSESSMENTS TOTAL:	202.70	-	369.53	369.53	-
Org: 30282100 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	2,624.08	-	757.25	757.25	-
Org: 30282100 - DITCH MAINT ASSESSMENTS TOTAL:	2,624.08	-	757.25	757.25	-
Org: 30282200 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	1,370.35	-	907.47	907.47	-
Org: 30282200 - DITCH MAINT ASSESSMENTS TOTAL:	1,370.35	-	907.47	907.47	-
Org: 30282300 - DITCH MAINT ASSESSMENTS CONTRACTUAL SERVICES	389.25	-	473.75	473.75	-
Org: 30282300 - DITCH MAINT ASSESSMENTS TOTAL:	389.25	-	473.75	473.75	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2050 - SA-DITCH MAINTENANCE DIVISION: 30 - DITCH MAINT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 30282500 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	307.50	-	269.39	269.39	-
Org: 30282500 - DITCH MAINT ASSESSMENTS TOTAL:	307.50	-	269.39	269.39	-
Org: 30282600 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	3,554.03	-	1,908.79	1,908.79	-
Org: 30282600 - DITCH MAINT ASSESSMENTS TOTAL:	3,554.03	-	1,908.79	1,908.79	-
Org: 30282700 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	10,102.73	-	4,392.01	4,392.01	-
Org: 30282700 - DITCH MAINT ASSESSMENTS TOTAL:	10,102.73	-	4,392.01	4,392.01	-
Org: 30282900 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	5,792.64	-	4,294.97	4,294.97	-
Org: 30282900 - DITCH MAINT ASSESSMENTS TOTAL:	5,792.64	-	4,294.97	4,294.97	-
Org: 30283000 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	11,972.93	-	5,381.88	5,381.88	-
Org: 30283000 - DITCH MAINT ASSESSMENTS TOTAL:	11,972.93	-	5,381.88	5,381.88	-
Org: 30283100 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	9,060.41	-	3,696.93	3,696.93	-
Org: 30283100 - DITCH MAINT ASSESSMENTS TOTAL:	9,060.41	-	3,696.93	3,696.93	-
Org: 30283200 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	13,293.32	-	5,318.93	5,318.93	-
Org: 30283200 - DITCH MAINT ASSESSMENTS TOTAL:	13,293.32	-	5,318.93	5,318.93	-
Org: 30283500 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	301.05	-	200.30	200.30	-
Org: 30283500 - DITCH MAINT ASSESSMENTS TOTAL:	301.05	-	200.30	200.30	-
Org: 30283600 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	-	-	58.09	58.09	-
Org: 30283600 - DITCH MAINT ASSESSMENTS TOTAL:	-	-	58.09	58.09	-
Org: 30283700 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	4,161.31	-	2,335.06	2,335.06	-
Org: 30283700 - DITCH MAINT ASSESSMENTS TOTAL:	4,161.31	-	2,335.06	2,335.06	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2050 - SA-DITCH MAINTENANCE DIVISION: 30 - DITCH MAINT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 30284200 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	478.07	-	589.91	589.91	-
Org: 30284200 - DITCH MAINT ASSESSMENTS TOTAL:	478.07	-	589.91	589.91	-
Org: 30284500 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	188.81	-	308.93	308.93	-
Org: 30284500 - DITCH MAINT ASSESSMENTS TOTAL:	188.81	-	308.93	308.93	-
Org: 30284700 - DITCH MAINT ASSESSMENTS					
CONTRACTUAL SERVICES	301.36	-	433.60	433.60	-
Org: 30284700 - DITCH MAINT ASSESSMENTS TOTAL:	301.36	-	433.60	433.60	-
DIVISION 30 DITCH MAINT TOTAL:	134,314.90	-	60,829.24	60,431.67	-
FUND 2050 SA-DITCH MAINTENANCE TOTAL	134,314.90	-	60,829.24	60,431.67	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 52000000 - ADMINISTRATION					
FRINGE BENEFITS	-	25,000.00	25,000.00	0.00	10,000.00
TRANSFER	274,976.44	100,000.00	336,307.26	336,307.26	100,000.00
Org: 52000000 - ADMINISTRATION TOTAL:	274,976.44	125,000.00	361,307.26	336,307.26	110,000.00
Org: 52151042 - CHILD - ADMINISTRATION					
PERSONAL SERVICES	187,297.47	207,197.00	207,197.00	189,613.58	236,400.00
FRINGE BENEFITS	63,486.39	83,432.00	83,432.00	75,200.19	126,876.00
CONTRACTUAL SERVICES	9,692.78	19,050.00	19,254.24	9,856.84	14,325.00
MATERIALS AND SUPPLIES	2,828.83	4,000.00	4,702.57	2,643.86	3,500.00
CAPITAL OUTLAY	5,029.14	-	-	0.00	5,210.00
Org: 52151042 - CHILD - ADMINISTRATION TOTAL:	268,334.61	313,679.00	314,585.81	277,314.47	386,311.00
Org: 52151043 - CHILD - ADMINISTRATION					
PERSONAL SERVICES	113,659.12	162,991.00	162,991.00	206,265.79	206,200.00
FRINGE BENEFITS	42,190.59	81,059.00	81,059.00	62,716.69	73,778.00
CONTRACTUAL SERVICES	49,652.53	77,550.00	80,770.72	50,773.27	92,200.00
MATERIALS AND SUPPLIES	11,315.19	15,550.00	16,391.10	7,631.72	11,000.00
CAPITAL OUTLAY	208.80	2,000.00	2,000.00	1,646.00	5,000.00
OTHER EXPENSES	2,500.00	-	2,500.00	2,500.00	-
Org: 52151043 - CHILD - ADMINISTRATION TOTAL:	219,526.23	339,150.00	345,711.82	331,533.47	388,178.00
Org: 52152011 - CHILD - EARLY INTERVENTION					
CONTRACTUAL SERVICES	-	-	960.00	1,140.00	-
MATERIALS AND SUPPLIES	-	-	-	35.00	-
Org: 52152011 - CHILD - EARLY INTERVENTION TOTAL:	-	-	960.00	1,175.00	-
Org: 52152042 - CHILD - EARLY INTERVENTION					
PERSONAL SERVICES	433,177.13	543,724.00	543,724.00	458,518.39	608,000.00
FRINGE BENEFITS	188,756.26	256,021.00	256,021.00	225,336.52	311,640.00
CONTRACTUAL SERVICES	9,014.52	23,850.00	24,381.84	7,088.38	17,710.00
MATERIALS AND SUPPLIES	3,212.98	5,815.00	5,815.00	1,305.11	3,400.00
CAPITAL OUTLAY	8,358.17	9,000.00	9,000.00	4,173.39	5,210.00
Org: 52152042 - CHILD - EARLY INTERVENTION TOTAL:	642,519.06	838,410.00	838,941.84	696,421.79	945,960.00
Org: 52152044 - CHILD - ANCILLARY					

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
PERSONAL SERVICES	27,298.67	26,942.00	26,942.00	26,740.64	30,400.00
FRINGE BENEFITS	12,082.26	13,392.00	13,392.00	11,672.18	14,412.60
MATERIALS AND SUPPLIES	-	-	-	0.00	1,000.00
Org: 52152044 - CHILD - ANCILLARY TOTAL:	39,380.93	40,334.00	40,334.00	38,412.82	45,812.60
Org: 52152045 - CHILD - EARLY INTERVENTION CONTRACTUAL SERVICES	-	-	-	147,148.05	156,000.00
Org: 52152045 - CHILD - EARLY INTERVENTION TOTAL:	-	-	-	147,148.05	156,000.00
Org: 52152046 - CHILD - EARLY INTERVENTION CONTRACTUAL SERVICES	-	-	-	80,697.00	75,000.00
Org: 52152046 - CHILD - EARLY INTERVENTION TOTAL:	-	-	-	80,697.00	75,000.00
Org: 52153022 - CHILD - PRE-SCHOOL PERSONAL SERVICES	355,901.10	446,528.00	446,528.00	437,654.04	488,800.00
FRINGE BENEFITS	211,371.34	258,058.00	258,058.00	255,842.00	274,359.00
CONTRACTUAL SERVICES	8,510.25	19,250.00	19,377.75	14,708.02	26,570.00
MATERIALS AND SUPPLIES	11,286.61	14,382.00	8,636.78	7,856.54	11,050.00
CAPITAL OUTLAY	5,774.96	23,180.00	30,050.00	16,580.92	8,600.00
OTHER EXPENSES	455.00	-	-	0.00	-
Org: 52153022 - CHILD - PRE-SCHOOL TOTAL:	593,299.26	761,398.00	762,650.53	732,641.52	809,379.00
Org: 52154032 - CHILD - SCHOOL AGE PERSONAL SERVICES	702,336.54	744,179.00	744,179.00	533,710.38	625,800.00
FRINGE BENEFITS	321,510.08	429,963.00	429,963.00	236,659.86	315,345.00
CONTRACTUAL SERVICES	12,732.21	25,850.00	27,836.75	16,659.38	27,020.00
MATERIALS AND SUPPLIES	16,757.22	29,356.00	11,923.44	4,801.15	34,052.00
CAPITAL OUTLAY	22,688.72	20,800.00	38,800.00	7,017.00	21,625.00
Org: 52154032 - CHILD - SCHOOL AGE TOTAL:	1,076,024.77	1,250,148.00	1,252,702.19	798,847.77	1,023,842.00
Org: 52154081 - CHILD - SCHOOL AGE CAPITAL OUTLAY	-	-	-	20,887.85	-
Org: 52154081 - CHILD - SCHOOL AGE TOTAL:	-	-	-	20,887.85	-
Org: 52155041 - CHILD - ANCILLARY PERSONAL SERVICES	59,693.80	59,069.00	59,069.00	58,470.30	66,600.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
FRINGE BENEFITS	30,762.47	32,075.00	32,075.00	29,767.19	34,438.00
CONTRACTUAL SERVICES	3,242.25	21,500.00	21,500.00	619.00	17,700.00
MATERIALS AND SUPPLIES	1,773.04	4,500.00	4,500.00	1,966.47	4,500.00
CAPITAL OUTLAY	-	3,000.00	3,000.00	2,599.00	1,000.00
Org: 52155041 - CHILD - ANCILLARY TOTAL:	95,471.56	120,144.00	120,144.00	93,421.96	124,238.00
Org: 52155042 - CHILD - ANCILLARY					
PERSONAL SERVICES	75,920.69	74,979.00	74,979.00	55,144.01	17,000.00
FRINGE BENEFITS	32,676.36	34,772.00	34,772.00	23,952.04	8,669.00
CONTRACTUAL SERVICES	199,201.79	236,430.00	276,676.05	45,553.42	168,090.00
MATERIALS AND SUPPLIES	1,687.16	1,670.00	1,670.00	315.53	1,670.00
CAPITAL OUTLAY	-	2,000.00	2,000.00	1,646.00	2,500.00
Org: 52155042 - CHILD - ANCILLARY TOTAL:	309,486.00	349,851.00	390,097.05	126,611.00	197,929.00
Org: 52155043 - CHILD - ANCILLARY					
CONTRACTUAL SERVICES	103,841.60	201,875.00	245,685.46	98,161.03	87,100.00
MATERIALS AND SUPPLIES	1,843.17	2,025.00	2,025.00	413.69	1,200.00
CAPITAL OUTLAY	54.28	4,050.00	4,050.00	3,461.75	2,000.00
Org: 52155043 - CHILD - ANCILLARY TOTAL:	105,739.05	207,950.00	251,760.46	102,036.47	90,300.00
Org: 52155044 - CHILD - ANCILLARY					
PERSONAL SERVICES	40,947.89	40,412.00	40,412.00	41,019.64	45,600.00
FRINGE BENEFITS	18,240.43	20,088.00	20,088.00	17,825.34	21,618.40
CONTRACTUAL SERVICES	59,565.60	77,200.00	80,858.02	56,951.67	71,140.00
MATERIALS AND SUPPLIES	900.36	1,000.00	1,000.00	244.01	-
CAPITAL OUTLAY	3,987.00	10,000.00	10,000.00	1,646.00	12,600.00
Org: 52155044 - CHILD - ANCILLARY TOTAL:	123,641.28	148,700.00	152,358.02	117,686.66	150,958.40
Org: 52156041 - CHILD - NURSING					
PERSONAL SERVICES	97,461.69	103,210.00	103,210.00	100,512.84	115,300.00
FRINGE BENEFITS	27,586.34	48,834.00	48,834.00	42,100.44	65,841.00
CONTRACTUAL SERVICES	2,108.15	1,400.00	1,481.63	1,099.82	5,020.00
MATERIALS AND SUPPLIES	6,878.38	-	-	1,351.51	6,000.00
CAPITAL OUTLAY	-	4,000.00	4,000.00	3,292.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 52156041 - CHILD - NURSING TOTAL:	134,034.56	157,444.00	157,525.63	148,356.61	192,161.00
Org: 52157041 - CHILD - CAFETERIA					
PERSONAL SERVICES	34,254.07	33,050.00	33,050.00	32,510.63	36,600.00
FRINGE BENEFITS	6,741.03	6,851.00	6,851.00	6,354.09	7,470.00
CONTRACTUAL SERVICES	614.00	3,600.00	3,600.00	2,237.00	9,900.00
MATERIALS AND SUPPLIES	12,137.72	29,000.00	29,069.81	14,722.31	21,000.00
CAPITAL OUTLAY	4,799.81	15,000.00	15,000.00	9,498.00	-
OTHER EXPENSES	6,458.50	-	-	0.00	-
Org: 52157041 - CHILD - CAFETERIA TOTAL:	65,005.13	87,501.00	87,570.81	65,322.03	74,970.00
Org: 52221081 - ADULT - ADMINISTRATION					
PERSONAL SERVICES	169,891.59	176,503.00	176,503.00	162,393.81	183,700.00
FRINGE BENEFITS	79,865.51	84,603.00	84,603.00	76,846.39	88,340.00
CONTRACTUAL SERVICES	2,093.77	30,950.00	30,994.24	1,717.98	154,790.00
MATERIALS AND SUPPLIES	69.93	500.00	500.00	68.26	300.00
CAPITAL OUTLAY	-	2,000.00	2,000.00	1,622.00	2,500.00
Org: 52221081 - ADULT - ADMINISTRATION TOTAL:	251,920.80	294,556.00	294,600.24	242,648.44	429,630.00
Org: 52221511 - ADULT - ADMINISTRATION					
PERSONAL SERVICES	129,835.87	119,696.00	119,696.00	176,944.80	300,100.00
FRINGE BENEFITS	68,375.93	64,415.00	64,415.00	93,395.71	164,776.00
CONTRACTUAL SERVICES	67,525.95	107,353.00	113,560.51	51,745.98	105,824.00
MATERIALS AND SUPPLIES	-	3,000.00	3,000.00	851.19	1,300.00
CAPITAL OUTLAY	-	500.00	500.00	26.18	3,000.00
Org: 52221511 - ADULT - ADMINISTRATION TOTAL:	265,737.75	294,964.00	301,171.51	322,963.86	575,000.00
Org: 52222051 - ADULT - COMMUNITY ENGAGEMENT					
CONTRACTUAL SERVICES	2,340.00	-	-	0.00	-
Org: 52222051 - ADULT - COMMUNITY ENGAGEMENT TOTAL:	2,340.00	-	-	0.00	-
Org: 52226071 - ADULT - COMMUNITY EMPLOYMENT					
PERSONAL SERVICES	135,383.67	184,093.00	184,093.00	64,187.80	-
FRINGE BENEFITS	73,014.69	106,680.00	106,680.00	35,835.31	-
CONTRACTUAL SERVICES	7,512.72	18,309.00	18,471.88	2,720.26	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
MATERIALS AND SUPPLIES	-	2,000.00	2,000.00	0.00	-
CAPITAL OUTLAY	-	7,000.00	7,000.00	4,200.00	-
Org: 52226071 - ADULT - COMMUNITY EMPLOYMENT TOTAL:	215,911.08	318,082.00	318,244.88	106,943.37	-
Org: 52231041 - ADULT SERVICE OPTIONS					
CONTRACTUAL SERVICES	-	-	-	500.00	-
Org: 52231041 - ADULT SERVICE OPTIONS TOTAL:	-	-	-	500.00	-
Org: 52232052 - ADULT SERV OPT - ART PROGRAM					
PERSONAL SERVICES	63,505.47	65,977.00	65,977.00	60,702.70	68,700.00
FRINGE BENEFITS	10,537.33	11,472.00	11,472.00	10,098.25	11,925.00
CONTRACTUAL SERVICES	3,000.00	19,000.00	20,000.00	1,000.00	6,750.00
CAPITAL OUTLAY	-	8,000.00	8,000.00	6,822.40	-
Org: 52232052 - ADULT SERV OPT - ART PROGRAM TOTAL:	77,042.80	104,449.00	105,449.00	78,623.35	87,375.00
Org: 52232053 - SSA - ADMINISTRATION					
PERSONAL SERVICES	53,405.27	56,100.00	56,100.00	13,013.89	-
FRINGE BENEFITS	17,468.39	18,795.00	18,795.00	3,663.24	-
CONTRACTUAL SERVICES	1,923.51	3,470.00	3,514.24	1,549.07	-
MATERIALS AND SUPPLIES	-	200.00	200.00	0.00	-
CAPITAL OUTLAY	-	2,000.00	2,000.00	0.00	-
Org: 52232053 - SSA - ADMINISTRATION TOTAL:	72,797.17	80,565.00	80,609.24	18,226.20	-
Org: 52266061 - PROJECT SEARCH					
CONTRACTUAL SERVICES	182.00	-	-	164.61	-
MATERIALS AND SUPPLIES	44.00	-	-	0.00	-
Org: 52266061 - PROJECT SEARCH TOTAL:	226.00	-	-	164.61	-
Org: 52362081 - QAM - MUI					
PERSONAL SERVICES	117,330.67	131,108.00	131,108.00	122,068.81	138,500.00
FRINGE BENEFITS	50,678.86	66,348.00	66,348.00	40,123.22	46,688.00
CONTRACTUAL SERVICES	99,558.50	103,670.00	103,714.24	99,389.66	103,190.00
CAPITAL OUTLAY	-	2,000.00	2,000.00	1,400.00	-
Org: 52362081 - QAM - MUI TOTAL:	267,568.03	303,126.00	303,170.24	262,981.69	288,378.00
Org: 52364181 - QUALITY - NURSING					

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
PERSONAL SERVICES	1,800.00	4,000.00	4,000.00	1,390.00	4,000.00
FRINGE BENEFITS	281.68	678.00	678.00	871.58	678.00
Org: 52364181 - QUALITY - NURSING TOTAL:	2,081.68	4,678.00	4,678.00	2,261.58	4,678.00
Org: 52367081 - QUALITY - INFORMATION TECH					
CAPITAL OUTLAY	14,267.49	24,500.00	24,500.00	18,021.20	-
Org: 52367081 - QUALITY - INFORMATION TECH TOTAL:	14,267.49	24,500.00	24,500.00	18,021.20	-
Org: 52367141 - QUALITY - I.T. NON REIMBURSE					
PERSONAL SERVICES	369.47	-	-	14.41	-
FRINGE BENEFITS	174.12	-	-	4.59	-
Org: 52367141 - QUALITY - I.T. NON REIMBURSE TOTAL:	543.59	-	-	19.00	-
Org: 52367181 - QUALITY - INFORMATION TECH					
PERSONAL SERVICES	121,945.52	179,773.00	179,773.00	157,099.76	180,700.00
FRINGE BENEFITS	49,432.65	83,884.00	83,884.00	62,159.48	73,252.00
CONTRACTUAL SERVICES	74,768.59	98,950.00	100,033.15	87,499.23	149,000.00
MATERIALS AND SUPPLIES	3,189.66	3,000.00	3,000.00	1,572.64	6,600.00
CAPITAL OUTLAY	14,873.99	18,720.00	18,847.18	14,681.51	36,350.00
Org: 52367181 - QUALITY - INFORMATION TECH TOTAL:	264,210.41	384,327.00	385,537.33	323,012.62	445,902.00
Org: 52481151 - TRANSPORTATION GEN'L					
CAPITAL OUTLAY	-	60,000.00	60,000.00	14,891.29	65,000.00
Org: 52481151 - TRANSPORTATION GEN'L TOTAL:	-	60,000.00	60,000.00	14,891.29	65,000.00
Org: 52481181 - TRANSPORTATION GEN'L					
CONTRACTUAL SERVICES	-	1,200.00	1,200.00	0.00	500.00
MATERIALS AND SUPPLIES	800.52	75,000.00	75,000.00	0.00	1,000.00
Org: 52481181 - TRANSPORTATION GEN'L TOTAL:	800.52	76,200.00	76,200.00	0.00	1,500.00
Org: 52481184 - TRANSPORTATION GEN'L					
CONTRACTUAL SERVICES	729,925.57	810,000.00	874,820.21	734,315.98	813,450.00
MATERIALS AND SUPPLIES	55,101.14	-	17,914.32	32,598.67	75,000.00
Org: 52481184 - TRANSPORTATION GEN'L TOTAL:	785,026.71	810,000.00	892,734.53	766,914.65	888,450.00
Org: 52481191 - TRANSPORTATION GEN'L					
CONTRACTUAL SERVICES	21,149.99	68,000.00	68,049.00	17,754.01	30,900.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
MATERIALS AND SUPPLIES	7,778.58	15,000.00	15,374.48	6,766.21	15,000.00
Org: 52481191 - TRANSPORTATION GEN'L TOTAL:	28,928.57	83,000.00	83,423.48	24,520.22	45,900.00
Org: 52511141 - OPS-ADMIN					
MATERIALS AND SUPPLIES	-	-	-	10,492.44	-
CAPITAL OUTLAY	-	-	50,000.00	36,229.19	-
Org: 52511141 - OPS-ADMIN TOTAL:	-	-	50,000.00	46,721.63	-
Org: 52511181 - OPS-ADMIN					
PERSONAL SERVICES	87,153.11	90,545.00	90,545.00	104,164.30	186,500.00
FRINGE BENEFITS	41,953.92	24,477.00	24,477.00	50,623.40	87,295.00
CONTRACTUAL SERVICES	681.80	-	233.61	3,919.08	-
MATERIALS AND SUPPLIES	-	-	-	70.00	1,500.00
Org: 52511181 - OPS-ADMIN TOTAL:	129,788.83	115,022.00	115,255.61	158,776.78	275,295.00
Org: 52521082 - ASSISTIVE TECH					
CAPITAL OUTLAY	15,953.50	-	-	0.00	-
Org: 52521082 - ASSISTIVE TECH TOTAL:	15,953.50	-	-	0.00	-
Org: 52521181 - ASSISTIVE TECH					
PERSONAL SERVICES	100,311.14	103,622.00	103,622.00	96,808.92	115,200.00
FRINGE BENEFITS	25,195.60	26,891.00	26,891.00	24,064.63	29,229.00
CONTRACTUAL SERVICES	5,870.62	85,900.00	85,992.16	4,467.88	15,190.00
MATERIALS AND SUPPLIES	3,577.26	2,800.00	2,800.00	2,643.60	3,300.00
CAPITAL OUTLAY	3,620.98	43,000.00	43,000.00	12,732.29	53,000.00
Org: 52521181 - ASSISTIVE TECH TOTAL:	138,575.60	262,213.00	262,305.16	140,717.32	215,919.00
Org: 52541141 - BLDG GRNDS GEN'L					
CAPITAL OUTLAY	-	-	15,000.00	17,500.00	-
Org: 52541141 - BLDG GRNDS GEN'L TOTAL:	-	-	15,000.00	17,500.00	-
Org: 52541181 - BLDG GRNDS GEN'L					
PERSONAL SERVICES	103,867.41	152,911.00	152,911.00	115,103.44	147,100.00
FRINGE BENEFITS	46,895.52	79,357.00	79,357.00	43,581.38	67,558.00
CONTRACTUAL SERVICES	1,688.59	7,100.00	7,220.94	8,099.76	20,000.00
MATERIALS AND SUPPLIES	10,892.22	1,800.00	3,029.40	13,884.22	7,500.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
CAPITAL OUTLAY	6,870.61	8,600.00	8,600.00	13,944.17	24,500.00
Org: 52541181 - BLDG GRNDS GEN'L TOTAL:	170,214.35	249,768.00	251,118.34	194,612.97	266,658.00
Org: 52542111 - BLDG & GROUNDS SSA					
CONTRACTUAL SERVICES	84,394.68	123,050.00	126,915.79	90,748.67	118,400.00
MATERIALS AND SUPPLIES	2,737.51	2,000.00	2,000.00	3,208.41	5,000.00
CAPITAL OUTLAY	2,707.28	10,000.00	10,000.00	0.00	-
Org: 52542111 - BLDG & GROUNDS SSA TOTAL:	89,839.47	135,050.00	138,915.79	93,957.08	123,400.00
Org: 52542112 - BLDG & GROUNDS SSA					
CONTRACTUAL SERVICES	-	-	19,253.00	19,253.00	-
CAPITAL OUTLAY	-	60,000.00	72,890.00	49,622.68	30,000.00
Org: 52542112 - BLDG & GROUNDS SSA TOTAL:	-	60,000.00	92,143.00	68,875.68	30,000.00
Org: 52543041 - BLDG & GRNDS LEASED SPACE					
CAPITAL OUTLAY	5,000.00	-	-	0.00	-
Org: 52543041 - BLDG & GRNDS LEASED SPACE TOTAL:	5,000.00	-	-	0.00	-
Org: 52543081 - BLDG & GRNDS LEASED SPACE					
CONTRACTUAL SERVICES	68,099.31	80,000.00	83,243.42	72,336.88	91,223.00
MATERIALS AND SUPPLIES	582.83	1,000.00	1,236.55	631.28	1,500.00
Org: 52543081 - BLDG & GRNDS LEASED SPACE TOTAL:	68,682.14	81,000.00	84,479.97	72,968.16	92,723.00
Org: 52543141 - BLDG & GRNDS LEASED SPACE					
CONTRACTUAL SERVICES	7,307.32	-	-	0.00	-
MATERIALS AND SUPPLIES	11.84	-	-	0.00	-
Org: 52543141 - BLDG & GRNDS LEASED SPACE TOTAL:	7,319.16	-	-	0.00	-
Org: 52544081 - BLDG GRNDS - ADMINISTRATION BL					
CAPITAL OUTLAY	15,590.84	123,000.00	131,338.92	29,980.97	-
Org: 52544081 - BLDG GRNDS - ADMINISTRATION BL TOTAL:	15,590.84	123,000.00	131,338.92	29,980.97	-
Org: 52544161 - BLDG GRNDS - ADMINISTRATION BL					
CONTRACTUAL SERVICES	52,315.73	76,050.00	79,742.11	58,139.33	84,500.00
MATERIALS AND SUPPLIES	2,491.29	2,000.00	2,357.68	2,693.49	2,600.00
CAPITAL OUTLAY	836.26	-	-	719.98	3,500.00
Org: 52544161 - BLDG GRNDS - ADMINISTRATION BL TOTAL:	55,643.28	78,050.00	82,099.79	61,552.80	90,600.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 52546042 - BLDG GRNDS - COMPLEX - MR					
CONTRACTUAL SERVICES	252,009.14	230,700.00	238,494.23	272,563.06	290,200.00
MATERIALS AND SUPPLIES	8,798.82	22,000.00	22,176.32	16,771.43	9,000.00
CAPITAL OUTLAY	6,178.00	-	-	0.00	39,000.00
Org: 52546042 - BLDG GRNDS - COMPLEX - MR TOTAL:	266,985.96	252,700.00	260,670.55	289,334.49	338,200.00
Org: 52546081 - BLDG GRNDS - COMPLEX - MR					
CONTRACTUAL SERVICES	11,806.79	-	19,253.00	19,253.00	-
CAPITAL OUTLAY	113,118.30	100,000.00	100,000.00	81,768.31	6,600.00
Org: 52546081 - BLDG GRNDS - COMPLEX - MR TOTAL:	124,925.09	100,000.00	119,253.00	101,021.31	6,600.00
Org: 52548041 - BLDG & GROUNDS - PICKERINGTON					
CONTRACTUAL SERVICES	70,262.81	81,450.00	84,644.27	72,625.04	94,800.00
MATERIALS AND SUPPLIES	1,037.00	-	119.17	1,217.93	6,000.00
CAPITAL OUTLAY	147.25	-	-	1,299.00	10,000.00
Org: 52548041 - BLDG & GROUNDS - PICKERINGTON TOTAL:	71,447.06	81,450.00	84,763.44	75,141.97	110,800.00
Org: 52548081 - BLDG & GROUNDS - PICKERINGTON					
CAPITAL OUTLAY	14,897.00	137,500.00	137,500.00	8,759.08	-
Org: 52548081 - BLDG & GROUNDS - PICKERINGTON TOTAL:	14,897.00	137,500.00	137,500.00	8,759.08	-
Org: 52671010 - SSA - ADMINISTRATION					
MATERIALS AND SUPPLIES	290.94	-	-	0.00	-
Org: 52671010 - SSA - ADMINISTRATION TOTAL:	290.94	-	-	0.00	-
Org: 52671091 - SSA - ADMINISTRATION					
PERSONAL SERVICES	252,391.89	259,860.00	259,860.00	243,585.61	273,100.00
FRINGE BENEFITS	124,229.13	132,327.00	132,327.00	120,224.98	138,853.00
CONTRACTUAL SERVICES	519.00	1,700.00	1,860.00	510.00	1,450.00
CAPITAL OUTLAY	3,012.94	-	-	0.00	-
Org: 52671091 - SSA - ADMINISTRATION TOTAL:	380,152.96	393,887.00	394,047.00	364,320.59	413,403.00
Org: 52671131 - SSA - ADMINISTRATION					
PERSONAL SERVICES	55,857.41	55,844.00	55,844.00	51,773.58	59,900.00
FRINGE BENEFITS	29,783.83	31,529.00	31,529.00	28,709.58	33,303.00
CONTRACTUAL SERVICES	-	100.00	100.00	0.00	100.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
CAPITAL OUTLAY	-	-	-	0.00	2,500.00
Org: 52671131 - SSA - ADMINISTRATION TOTAL:	85,641.24	87,473.00	87,473.00	80,483.16	95,803.00
Org: 52671141 - SSA - ADMINISTRATION					
PERSONAL SERVICES	144,592.04	144,522.00	144,522.00	139,804.09	191,100.00
FRINGE BENEFITS	73,917.43	78,402.00	78,402.00	71,623.70	98,479.00
CONTRACTUAL SERVICES	625.00	2,150.00	2,395.00	610.00	1,900.00
MATERIALS AND SUPPLIES	972.55	-	-	751.90	-
CAPITAL OUTLAY	-	5,000.00	5,000.00	0.00	2,710.00
Org: 52671141 - SSA - ADMINISTRATION TOTAL:	220,107.02	230,074.00	230,319.00	212,789.69	294,189.00
Org: 52671142 - SSA - ADMINISTRATION					
PERSONAL SERVICES	2,341.35	-	-	10.01	-
FRINGE BENEFITS	934.76	-	-	4.19	-
CONTRACTUAL SERVICES	197.52	-	-	0.00	-
OTHER EXPENSES	44,828.22	300,000.00	300,000.00	146,537.52	294,000.00
Org: 52671142 - SSA - ADMINISTRATION TOTAL:	48,301.85	300,000.00	300,000.00	146,551.72	294,000.00
Org: 52672132 - SSA - INDIV SUPPORT COORDINATI					
PERSONAL SERVICES	2,571,851.29	2,942,937.00	2,942,937.00	2,604,393.05	3,170,000.00
FRINGE BENEFITS	1,117,157.85	1,310,587.00	1,310,587.00	1,156,818.59	1,500,247.00
CONTRACTUAL SERVICES	151,141.79	379,896.00	506,685.10	336,355.38	303,096.00
MATERIALS AND SUPPLIES	890.71	1,500.00	1,500.00	800.91	1,500.00
CAPITAL OUTLAY	19,372.48	12,000.00	12,000.00	10,800.00	58,130.00
Org: 52672132 - SSA - INDIV SUPPORT COORDINATI TOTAL:	3,860,414.12	4,646,920.00	4,773,709.10	4,109,167.93	5,032,973.00
Org: 52672133 - SSA - ISC TEAM 1					
CONTRACTUAL SERVICES	99.00	-	-	0.00	-
Org: 52672133 - SSA - ISC TEAM 1 TOTAL:	99.00	-	-	0.00	-
Org: 52672135 - SSA - ISC TEAM PICKERINGTON					
CONTRACTUAL SERVICES	-	-	-	357.18	-
Org: 52672135 - SSA - ISC TEAM PICKERINGTON TOTAL:	-	-	-	357.18	-
Org: 52673121 - SSA - FAMILY SUPPORT SERVICES					
PERSONAL SERVICES	40,212.70	41,614.00	41,614.00	29,897.40	38,500.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
FRINGE BENEFITS	27,567.63	29,116.00	29,116.00	16,870.37	6,562.00
CONTRACTUAL SERVICES	119,058.76	153,800.00	205,799.83	172,792.71	112,600.00
MATERIALS AND SUPPLIES	83,965.89	79,000.00	80,147.74	92,663.78	87,000.00
CAPITAL OUTLAY	8,453.22	21,500.00	21,500.00	4,588.68	14,000.00
Org: 52673121 - SSA - FAMILY SUPPORT SERVICES TOTAL:	279,258.20	325,030.00	378,177.57	316,812.94	258,662.00
Org: 52674091 - SSA -INTRODUCTION& ELIGIBILITY					
PERSONAL SERVICES	50,618.29	52,330.00	52,330.00	42,478.96	43,900.00
FRINGE BENEFITS	16,990.42	18,156.00	18,156.00	8,599.70	7,505.00
CONTRACTUAL SERVICES	626.99	1,000.00	1,044.24	484.89	20,900.00
Org: 52674091 - SSA -INTRODUCTION& ELIGIBILITY TOTAL:	68,235.70	71,486.00	71,530.24	51,563.55	72,305.00
Org: 52675091 - QUALITY - NON-FED REIMB					
PERSONAL SERVICES	188,198.24	345,803.00	345,803.00	206,131.70	205,200.00
FRINGE BENEFITS	68,272.24	154,406.00	154,406.00	72,597.82	77,405.00
CONTRACTUAL SERVICES	17,586.23	27,607.00	27,856.55	4,378.74	26,257.00
MATERIALS AND SUPPLIES	-	3,700.00	3,700.00	0.00	4,500.00
CAPITAL OUTLAY	-	2,500.00	2,500.00	3,825.18	5,000.00
Org: 52675091 - QUALITY - NON-FED REIMB TOTAL:	274,056.71	534,016.00	534,265.55	286,933.44	318,362.00
Org: 52675092 - QUALITY - NON-FED REIMB					
PERSONAL SERVICES	16,203.72	53,604.00	53,604.00	77,398.59	150,300.00
FRINGE BENEFITS	4,139.13	9,085.00	9,085.00	33,317.40	71,810.00
CONTRACTUAL SERVICES	383.29	1,000.00	1,041.53	457.48	740.00
CAPITAL OUTLAY	1,604.32	-	-	0.00	-
Org: 52675092 - QUALITY - NON-FED REIMB TOTAL:	22,330.46	63,689.00	63,730.53	111,173.47	222,850.00
Org: 52675141 - QUALITY - NON-FED REIMB					
PERSONAL SERVICES	2,269.37	-	-	2,013.49	-
FRINGE BENEFITS	1,030.24	-	-	927.33	-
Org: 52675141 - QUALITY - NON-FED REIMB TOTAL:	3,299.61	-	-	2,940.82	-
Org: 52676025 - INDIVIDUAL BUDGET					
CONTRACTUAL SERVICES	-	1,000.00	1,000.00	0.00	1,000.00
MATERIALS AND SUPPLIES	-	3,000.00	3,000.00	0.00	3,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
CAPITAL OUTLAY	-	3,000.00	3,000.00	0.00	3,000.00
Org: 52676025 - INDIVIDUAL BUDGET TOTAL:	-	7,000.00	7,000.00	0.00	7,000.00
Org: 52676051 - INDIVIDUAL BUDGET CONTRACTUAL SERVICES	38,395.48	200,000.00	210,385.44	82,896.62	140,000.00
Org: 52676051 - INDIVIDUAL BUDGET TOTAL:	38,395.48	200,000.00	210,385.44	82,896.62	140,000.00
Org: 52676071 - INDIVIDUAL BUDGET CONTRACTUAL SERVICES	2,120.40	20,000.00	22,798.10	5,421.60	20,000.00
Org: 52676071 - INDIVIDUAL BUDGET TOTAL:	2,120.40	20,000.00	22,798.10	5,421.60	20,000.00
Org: 52676111 - INDIVIDUAL BUDGET CONTRACTUAL SERVICES	214,466.18	358,560.00	374,239.96	312,238.61	578,560.00
OTHER EXPENSES	4,070,741.76	5,126,170.00	5,740,816.72	5,021,073.49	6,210,000.00
Org: 52676111 - INDIVIDUAL BUDGET TOTAL:	4,285,207.94	5,484,730.00	6,115,056.68	5,333,312.10	6,788,560.00
Org: 52676141 - INDIVIDUAL BUDGET CONTRACTUAL SERVICES	-	-	-	20,000.00	-
OTHER EXPENSES	242,530.76	-	48,469.24	121,738.00	-
Org: 52676141 - INDIVIDUAL BUDGET TOTAL:	242,530.76	-	48,469.24	141,738.00	-
Org: 52676161 - INDIVIDUAL BUDGET CONTRACTUAL SERVICES	64,343.99	232,000.00	233,378.27	84,807.20	190,000.00
Org: 52676161 - INDIVIDUAL BUDGET TOTAL:	64,343.99	232,000.00	233,378.27	84,807.20	190,000.00
Org: 52676200 - I/B ASSISTV TECH CONTRACTUAL SERVICES	-	10,500.00	10,500.00	0.00	5,000.00
MATERIALS AND SUPPLIES	-	10,000.00	10,000.00	0.00	5,000.00
CAPITAL OUTLAY	6,756.97	37,500.00	37,500.00	2,997.50	17,000.00
Org: 52676200 - I/B ASSISTV TECH TOTAL:	6,756.97	58,000.00	58,000.00	2,997.50	27,000.00
Org: 52676210 - I/B REMOTE SUPPORTS CONTRACTUAL SERVICES	-	5,000.00	5,000.00	0.00	5,000.00
Org: 52676210 - I/B REMOTE SUPPORTS TOTAL:	-	5,000.00	5,000.00	0.00	5,000.00
Org: 52676801 - INDIVIDUAL BUDGET CONTRACTUAL SERVICES	29,591.52	115,000.00	130,204.10	65,079.58	80,000.00
Org: 52676801 - INDIVIDUAL BUDGET TOTAL:	29,591.52	115,000.00	130,204.10	65,079.58	80,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 52676802 - INDIVIDUAL BUDGET					
CONTRACTUAL SERVICES	890.81	10,000.00	10,934.91	2,405.46	10,000.00
Org: 52676802 - INDIVIDUAL BUDGET TOTAL:	890.81	10,000.00	10,934.91	2,405.46	10,000.00
Org: 52676901 - INDIVIDUAL BUDGET					
CONTRACTUAL SERVICES	489,784.69	540,000.00	559,037.10	232,363.35	456,000.00
Org: 52676901 - INDIVIDUAL BUDGET TOTAL:	489,784.69	540,000.00	559,037.10	232,363.35	456,000.00
Org: 52711141 - ADMINISTRATION - GEN'L					
PERSONAL SERVICES	53,088.48	43,702.00	43,702.00	11,609.34	-
FRINGE BENEFITS	17,513.56	13,309.00	13,309.00	5,072.40	-
CONTRACTUAL SERVICES	280,994.46	296,075.00	1,078,075.00	1,044,673.09	392,700.00
MATERIALS AND SUPPLIES	577.74	-	-	2,536.00	-
Org: 52711141 - ADMINISTRATION - GEN'L TOTAL:	352,174.24	353,086.00	1,135,086.00	1,063,890.83	392,700.00
Org: 52711181 - ADMINISTRATION - GEN'L					
PERSONAL SERVICES	420,619.29	566,835.00	566,835.00	453,837.80	709,900.00
FRINGE BENEFITS	153,660.13	203,622.00	203,622.00	188,687.36	246,108.00
CONTRACTUAL SERVICES	142,407.67	179,810.00	180,790.25	140,008.98	168,635.00
MATERIALS AND SUPPLIES	5,636.23	12,450.00	12,450.00	6,051.94	11,700.00
CAPITAL OUTLAY	471.56	8,000.00	8,000.00	4,124.96	3,000.00
OTHER EXPENSES	-	1,000.00	1,000.00	24.25	1,000.00
Org: 52711181 - ADMINISTRATION - GEN'L TOTAL:	722,794.88	971,717.00	972,697.25	792,735.29	1,140,343.00
Org: 52711191 - SHARED EXPENSE - ADMIN					
CONTRACTUAL SERVICES	19,611.75	12,700.00	12,700.00	11,651.22	12,200.00
MATERIALS AND SUPPLIES	714.58	3,000.00	3,000.00	912.06	-
Org: 52711191 - SHARED EXPENSE - ADMIN TOTAL:	20,326.33	15,700.00	15,700.00	12,563.28	12,200.00
Org: 52711192 - SHARED EXPENSES - PRO					
CONTRACTUAL SERVICES	1,139.26	8,800.00	8,800.00	7,763.77	8,300.00
MATERIALS AND SUPPLIES	649.79	750.00	750.00	1,187.71	750.00
Org: 52711192 - SHARED EXPENSES - PRO TOTAL:	1,789.05	9,550.00	9,550.00	8,951.48	9,050.00
Org: 52711193 - SHARED EXPENSES - OC					
CONTRACTUAL SERVICES	10,014.89	11,500.00	12,339.68	8,906.89	8,500.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
MATERIALS AND SUPPLIES	382.12	1,000.00	1,000.00	781.50	500.00
Org: 52711193 - SHARED EXPENSES - OC TOTAL:	10,397.01	12,500.00	13,339.68	9,688.39	9,000.00
Org: 52712181 - ADMINISTRATION - FINANCE					
PERSONAL SERVICES	269,082.28	274,658.00	274,658.00	277,703.34	316,600.00
FRINGE BENEFITS	114,965.34	124,571.00	124,571.00	117,574.68	138,859.00
CONTRACTUAL SERVICES	3,968.86	4,615.00	6,467.50	4,910.08	4,085.00
MATERIALS AND SUPPLIES	93.99	200.00	200.00	95.51	200.00
CAPITAL OUTLAY	-	2,100.00	2,100.00	514.82	11,000.00
Org: 52712181 - ADMINISTRATION - FINANCE TOTAL:	388,110.47	406,144.00	407,996.50	400,798.43	470,744.00
Org: 52713181 - ADMINISTRATION - HUMAN RES.					
PERSONAL SERVICES	125,443.53	55,871.00	55,871.00	53,257.78	58,100.00
FRINGE BENEFITS	37,357.96	9,541.00	9,541.00	8,518.84	9,911.00
CONTRACTUAL SERVICES	5,177.28	96,950.00	96,950.00	12,022.05	103,575.00
MATERIALS AND SUPPLIES	998.66	4,580.00	4,692.67	1,248.85	1,700.00
CAPITAL OUTLAY	3,899.08	500.00	500.00	0.00	550.00
Org: 52713181 - ADMINISTRATION - HUMAN RES. TOTAL:	172,876.51	167,442.00	167,554.67	75,047.52	173,836.00
Org: 52714141 - COMMUNICATIONS & OUTREACH					
CONTRACTUAL SERVICES	17,797.43	19,000.00	45,595.00	25,765.08	18,500.00
MATERIALS AND SUPPLIES	470.28	2,500.00	3,481.24	2,076.79	1,500.00
Org: 52714141 - COMMUNICATIONS & OUTREACH TOTAL:	18,267.71	21,500.00	49,076.24	27,841.87	20,000.00
Org: 52714151 - ADULT - COMM CONNECTIONS					
PERSONAL SERVICES	41,532.77	57,582.00	57,582.00	0.00	29,800.00
FRINGE BENEFITS	6,249.37	31,823.00	31,823.00	416.56	16,626.00
CONTRACTUAL SERVICES	10,434.84	13,350.00	14,183.32	7,249.94	-
MATERIALS AND SUPPLIES	462.64	1,250.00	1,250.00	125.46	-
Org: 52714151 - ADULT - COMM CONNECTIONS TOTAL:	58,679.62	104,005.00	104,838.32	7,791.96	46,426.00
Org: 52714181 - COMMUNICATIONS & OUTREACH					
PERSONAL SERVICES	141,860.59	146,347.00	146,347.00	131,319.42	141,200.00
FRINGE BENEFITS	64,925.32	68,965.00	68,965.00	52,165.50	47,111.00
CONTRACTUAL SERVICES	6,442.24	54,250.00	55,075.35	25,296.32	28,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2060 - BD DEVELOPMENTAL DISABILITIES DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
MATERIALS AND SUPPLIES	966.33	2,350.00	2,569.27	1,281.93	850.00
CAPITAL OUTLAY	3,428.96	800.00	800.00	0.00	-
Org: 52714181 - COMMUNICATIONS & OUTREACH TOTAL:	217,623.44	272,712.00	273,756.62	210,063.17	217,161.00
Org: 52715141 - ADMINISTRATION - TRAINING					
MATERIALS AND SUPPLIES	1,308.49	4,500.00	4,500.00	1,639.89	3,950.00
Org: 52715141 - ADMINISTRATION - TRAINING TOTAL:	1,308.49	4,500.00	4,500.00	1,639.89	3,950.00
Org: 52715181 - ADMINISTRATION - TRAINING					
PERSONAL SERVICES	51,412.63	53,277.00	53,277.00	50,252.55	57,100.00
FRINGE BENEFITS	29,353.00	31,094.00	31,094.00	28,455.89	32,828.00
CONTRACTUAL SERVICES	31,375.65	50,950.00	50,950.00	38,731.70	51,100.00
MATERIALS AND SUPPLIES	13,723.35	20,750.00	21,922.24	10,945.85	12,900.00
CAPITAL OUTLAY	2,018.08	-	-	0.00	-
Org: 52715181 - ADMINISTRATION - TRAINING TOTAL:	127,882.71	156,071.00	157,243.24	128,385.99	153,928.00
DIVISION 52 BD DEVELOPMENTAL DISABILITIES TOTAL:	19,865,744.59	25,073,141.00	27,376,665.79	22,030,948.05	26,528,492.00
FUND 2060 BD DEVELOPMENTAL DISABILITIES TOTAL	19,865,744.59	25,073,141.00	27,376,665.79	22,030,948.05	26,528,492.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2065 - PROS DELINQ TAX ASSMET COLLECT DIVISION: 21 - PROSECUTOR	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 21206501 - PROSECUTOR DRETAC					
PERSONAL SERVICES	115,904.89	135,000.00	135,000.00	114,640.44	140,000.00
FRINGE BENEFITS	43,981.51	51,550.00	51,550.00	42,525.66	52,285.00
CONTRACTUAL SERVICES	24,427.00	46,000.00	46,000.00	18,436.14	46,000.00
MATERIALS AND SUPPLIES	293.89	500.00	500.00	165.38	500.00
CAPITAL OUTLAY	238.89	1,000.00	1,000.00	0.00	1,000.00
Org: 21206501 - PROSECUTOR DRETAC TOTAL:	184,846.18	234,050.00	234,050.00	175,767.62	239,785.00
DIVISION 21 PROSECUTOR TOTAL:	184,846.18	234,050.00	234,050.00	175,767.62	239,785.00
FUND 2065 PROS DELINQ TAX ASSMET COLLECT TOTAL	184,846.18	234,050.00	234,050.00	175,767.62	239,785.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2066 - ADAMH DIVISION: 50 - ADAMHS BOARD	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 50206600 - LEVY - ADAMH					
PERSONAL SERVICES	798,074.44	866,110.00	926,610.00	855,070.60	975,844.00
FRINGE BENEFITS	309,558.15	348,112.00	359,612.00	324,461.05	371,916.00
CONTRACTUAL SERVICES	504,855.12	717,757.00	845,288.24	698,107.72	703,235.00
MATERIALS AND SUPPLIES	10,929.37	10,000.00	10,000.00	4,941.64	12,100.00
CAPITAL OUTLAY	2,694,107.41	4,321,154.00	5,061,577.23	1,180,929.24	5,862,419.00
Org: 50206600 - LEVY - ADAMH TOTAL:	4,317,524.49	6,263,133.00	7,203,087.47	3,063,510.25	7,925,514.00
Org: 50206607 - ADMINISTRATION					
CONTRACTUAL SERVICES	6,362,201.57	8,108,971.00	8,958,268.81	7,197,159.22	6,997,240.00
OTHER EXPENSES	343,088.00	-	-	0.00	-
Org: 50206607 - ADMINISTRATION TOTAL:	6,705,289.57	8,108,971.00	8,958,268.81	7,197,159.22	6,997,240.00
DIVISION 50 ADAMHS BOARD TOTAL:	11,022,814.06	14,372,104.00	16,161,356.28	10,260,669.47	14,922,754.00
FUND 2066 ADAMH TOTAL	11,022,814.06	14,372,104.00	16,161,356.28	10,260,669.47	14,922,754.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2072 - FCJFS - CHILDREN SERVICES DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12207207 - ADMIN					
CONTRACTUAL SERVICES	11,718,010.14	12,684,966.00	13,768,329.86	11,394,813.25	15,939,266.00
MATERIALS AND SUPPLIES	70,827.83	90,500.00	153,985.80	128,925.40	95,000.00
CAPITAL OUTLAY	2,856.80	15,000.00	-	0.00	5,000.00
OTHER EXPENSES	326,953.65	322,500.00	426,500.02	339,355.08	394,500.00
Org: 12207207 - ADMIN TOTAL:	12,118,648.42	13,112,966.00	14,348,815.68	11,863,093.73	16,433,766.00
Org: 12207213 - FCJFS-WWKIDS					
PERSONAL SERVICES	-	-	-	0.00	55,000.00
FRINGE BENEFITS	-	-	-	0.00	17,550.00
CONTRACTUAL SERVICES	56,059.87	75,000.00	75,000.00	42,562.10	78,100.00
MATERIALS AND SUPPLIES	615.48	-	-	0.00	2,300.00
Org: 12207213 - FCJFS-WWKIDS TOTAL:	56,675.35	75,000.00	75,000.00	42,562.10	152,950.00
Org: 12207218 - ADMIN					
CONTRACTUAL SERVICES	89,483.01	-	-	0.00	-
Org: 12207218 - ADMIN TOTAL:	89,483.01	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	12,264,806.78	13,187,966.00	14,423,815.68	11,905,655.83	16,586,716.00
FUND 2072 FCJFS - CHILDREN SERVICES TOTAL	12,264,806.78	13,187,966.00	14,423,815.68	11,905,655.83	16,586,716.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2076 - INDIGENT GUARDIANSHIP DIVISION: 20 - PROBATE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 20207600 - PROBATE COURT ADMIN TRANSFER	29,750.00	20,000.00	20,000.00	0.00	12,000.00
Org: 20207600 - PROBATE COURT ADMIN TOTAL:	29,750.00	20,000.00	20,000.00	0.00	12,000.00
DIVISION 20 PROBATE COURT TOTAL:	29,750.00	20,000.00	20,000.00	0.00	12,000.00
FUND 2076 INDIGENT GUARDIANSHIP TOTAL	29,750.00	20,000.00	20,000.00	0.00	12,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2090 - EMERG MGMT & HOMELAND SECURITY DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12209035 - ADMINISTRATION					
PERSONAL SERVICES	91.84	-	-	0.00	-
FRINGE BENEFITS	1,348.58	2,000.00	2,000.00	1,565.98	2,000.00
CONTRACTUAL SERVICES	14,470.95	8,250.00	9,250.00	4,416.73	9,500.00
MATERIALS AND SUPPLIES	6,584.50	5,100.00	5,100.00	708.46	3,200.00
CAPITAL OUTLAY	2,410.72	3,000.00	4,000.00	2,391.80	6,000.00
TRANSFER	214,240.00	220,667.00	221,800.00	221,800.00	229,000.00
Org: 12209035 - ADMINISTRATION TOTAL:	239,146.59	239,017.00	242,150.00	230,882.97	249,700.00
Org: 12209054 - COUNTYWIDE SIREN PROJECT					
MATERIALS AND SUPPLIES	-	5,000.00	10,000.00	8,270.31	3,000.00
CAPITAL OUTLAY	30,497.50	-	-	0.00	-
Org: 12209054 - COUNTYWIDE SIREN PROJECT TOTAL:	30,497.50	5,000.00	10,000.00	8,270.31	3,000.00
Org: 12209055 - COUNTYWIDE SIREN PROJECT					
MATERIALS AND SUPPLIES	6,485.73	7,000.00	14,000.00	14,000.00	7,000.00
Org: 12209055 - COUNTYWIDE SIREN PROJECT TOTAL:	6,485.73	7,000.00	14,000.00	14,000.00	7,000.00
DIVISION 12 COMMISSIONER TOTAL:	276,129.82	251,017.00	266,150.00	253,153.28	259,700.00
FUND 2090 EMERG MGMT & HOMELAND SECURITY TOTAL	276,129.82	251,017.00	266,150.00	253,153.28	259,700.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2091 - EMERGENCY PLANNING DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12209100 - EMA					
PERSONAL SERVICES	156.75	500.00	519.70	519.70	500.00
FRINGE BENEFITS	24.23	115.00	80.31	80.31	115.00
CONTRACTUAL SERVICES	25,189.47	18,000.00	18,622.25	15,744.25	18,000.00
MATERIALS AND SUPPLIES	41.14	2,000.00	1,392.74	21.50	1,000.00
Org: 12209100 - EMA TOTAL:	25,411.59	20,615.00	20,615.00	16,365.76	19,615.00
Org: 12209122 - EMA					
CONTRACTUAL SERVICES	2,720.00	-	-	0.00	-
Org: 12209122 - EMA TOTAL:	2,720.00	-	-	0.00	-
Org: 12209126 - EMA					
CONTRACTUAL SERVICES	-	2,000.00	4,378.28	2,850.00	2,000.00
Org: 12209126 - EMA TOTAL:	-	2,000.00	4,378.28	2,850.00	2,000.00
DIVISION 12 COMMISSIONER TOTAL:	28,131.59	22,615.00	24,993.28	19,215.76	21,615.00
FUND 2091 EMERGENCY PLANNING TOTAL	28,131.59	22,615.00	24,993.28	19,215.76	21,615.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2093 - SPECIAL OPERATIONS TEAM EMA DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12209300 - EMA CONTRACTUAL SERVICES	112.87	500.00	500.00	0.00	1,000.00
Org: 12209300 - EMA TOTAL:	112.87	500.00	500.00	0.00	1,000.00
DIVISION 12 COMMISSIONER TOTAL:	112.87	500.00	500.00	0.00	1,000.00
FUND 2093 SPECIAL OPERATIONS TEAM EMA TOTAL	112.87	500.00	500.00	0.00	1,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2095 - MARRIAGE LICENSES DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12209500 - COMMISSIONER ADMIN					
CONTRACTUAL SERVICES	32,800.14	36,000.00	36,000.00	30,327.03	36,000.00
Org: 12209500 - COMMISSIONER ADMIN TOTAL:	32,800.14	36,000.00	36,000.00	30,327.03	36,000.00
DIVISION 12 COMMISSIONER TOTAL:	32,800.14	36,000.00	36,000.00	30,327.03	36,000.00
FUND 2095 MARRIAGE LICENSES TOTAL	32,800.14	36,000.00	36,000.00	30,327.03	36,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2316 - PROBATE COMPUTER DIVISION: 20 - PROBATE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 20231600 - PROBATE COURT ADMIN					
CONTRACTUAL SERVICES	2,561.82	9,500.00	9,500.00	0.00	8,500.00
CAPITAL OUTLAY	8,371.53	8,500.00	106,919.08	96,800.84	3,500.00
Org: 20231600 - PROBATE COURT ADMIN TOTAL:	10,933.35	18,000.00	116,419.08	96,800.84	12,000.00
DIVISION 20 PROBATE COURT TOTAL:	10,933.35	18,000.00	116,419.08	96,800.84	12,000.00
FUND 2316 PROBATE COMPUTER TOTAL	10,933.35	18,000.00	116,419.08	96,800.84	12,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2317 - JUVENILE COMPUTER DIVISION: 17 - JUVENILE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 17231700 - JUVENILE COURT ADMINISTRATION					
CONTRACTUAL SERVICES	18,927.43	5,000.00	5,000.00	3,691.75	5,000.00
CAPITAL OUTLAY	-	4,000.00	4,000.00	4,000.00	4,000.00
Org: 17231700 - JUVENILE COURT ADMINISTRATION TOTAL:	18,927.43	9,000.00	9,000.00	7,691.75	9,000.00
DIVISION 17 JUVENILE COURT TOTAL:	18,927.43	9,000.00	9,000.00	7,691.75	9,000.00
FUND 2317 JUVENILE COMPUTER TOTAL	18,927.43	9,000.00	9,000.00	7,691.75	9,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2318 - CLERK OF COURTS COMPUTER DIVISION: 11 - CLERK OF COURTS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 11231800 - CLERK OF COURTS ADMI CAPITAL OUTLAY	1,000.00	-	42,000.00	41,801.62	-
Org: 11231800 - CLERK OF COURTS ADMI TOTAL:	1,000.00	-	42,000.00	41,801.62	-
DIVISION 11 CLERK OF COURTS TOTAL:	1,000.00	-	42,000.00	41,801.62	-
FUND 2318 CLERK OF COURTS COMPUTER TOTAL	1,000.00	-	42,000.00	41,801.62	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2320 - JUVENILE COMP LEGAL RESEARCH DIVISION: 17 - JUVENILE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 17232000 - JUVENILE COURT ADMINISTRATION					
CONTRACTUAL SERVICES	-	1,000.00	1,000.00	0.00	1,000.00
CAPITAL OUTLAY	-	350.00	350.00	0.00	350.00
Org: 17232000 - JUVENILE COURT ADMINISTRATION TOTAL:	-	1,350.00	1,350.00	0.00	1,350.00
DIVISION 17 JUVENILE COURT TOTAL:	-	1,350.00	1,350.00	0.00	1,350.00
FUND 2320 JUVENILE COMP LEGAL RESEARCH TOTAL	-	1,350.00	1,350.00	0.00	1,350.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2326 - CERTIFICATE/TITLE ADM DIVISION: 11 - CLERK OF COURTS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 11232600 - CLERK OF COURTS ADMI					
PERSONAL SERVICES	850,164.85	964,700.00	964,700.00	889,328.94	1,030,300.00
FRINGE BENEFITS	467,975.73	603,255.00	603,255.00	438,606.67	567,700.00
CONTRACTUAL SERVICES	41,177.57	59,500.00	26,752.61	15,988.05	72,300.00
MATERIALS AND SUPPLIES	10,065.00	35,000.00	35,493.01	14,438.28	36,000.00
CAPITAL OUTLAY	18,434.74	57,000.00	90,750.00	42,309.42	-
Org: 11232600 - CLERK OF COURTS ADMI TOTAL:	1,387,817.89	1,719,455.00	1,720,950.62	1,400,671.36	1,706,300.00
DIVISION 11 CLERK OF COURTS TOTAL:	1,387,817.89	1,719,455.00	1,720,950.62	1,400,671.36	1,706,300.00
FUND 2326 CERTIFICATE/TITLE ADM TOTAL	1,387,817.89	1,719,455.00	1,720,950.62	1,400,671.36	1,706,300.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2333 - RECORDER EQUIPMENT DIVISION: 22 - RECORDER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 22233300 - RECORDER ADMIN					
CONTRACTUAL SERVICES	79,150.46	100,000.00	100,267.72	80,294.28	100,000.00
CAPITAL OUTLAY	7,398.23	15,000.00	15,000.00	386.03	15,000.00
Org: 22233300 - RECORDER ADMIN TOTAL:	86,548.69	115,000.00	115,267.72	80,680.31	115,000.00
DIVISION 22 RECORDER TOTAL:	86,548.69	115,000.00	115,267.72	80,680.31	115,000.00
FUND 2333 RECORDER EQUIPMENT TOTAL	86,548.69	115,000.00	115,267.72	80,680.31	115,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2338 - PARENT EDUCATION DIVISION: 15 - DOMESTIC RELATIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 15233800 - DOMESTIC RELATIONS ADMIN					
CONTRACTUAL SERVICES	-	3,000.00	3,000.00	0.00	3,000.00
MATERIALS AND SUPPLIES	-	1,000.00	1,000.00	0.00	1,000.00
Org: 15233800 - DOMESTIC RELATIONS ADMIN TOTAL:	-	4,000.00	4,000.00	0.00	4,000.00
DIVISION 15 DOMESTIC RELATIONS TOTAL:	-	4,000.00	4,000.00	0.00	4,000.00
FUND 2338 PARENT EDUCATION TOTAL	-	4,000.00	4,000.00	0.00	4,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2340 - US TANK DEDUCTIBLE DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 52234001 - ADMINISTRATION CONTRACTUAL SERVICES	-	11,000.00	11,000.00	0.00	11,000.00
Org: 52234001 - ADMINISTRATION TOTAL:	-	11,000.00	11,000.00	0.00	11,000.00
DIVISION 52 BD DEVELOPMENTAL DISABILITIES TOTAL:	-	11,000.00	11,000.00	0.00	11,000.00
FUND 2340 US TANK DEDUCTIBLE TOTAL	-	11,000.00	11,000.00	0.00	11,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2362 - ROAD & BRIDGES (ENGINEER LEVY) DIVISION: 16 - ENGINEER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 16236200 - ENGINEER PROJECTS					
CONTRACTUAL SERVICES	27,505.14	28,950.00	31,300.56	31,117.00	28,950.00
CAPITAL OUTLAY	1,502,573.40	1,515,500.00	1,727,034.17	931,409.05	1,692,000.00
TRANSFER	385,646.40	-	121,393.90	121,393.90	-
Org: 16236200 - ENGINEER PROJECTS TOTAL:	1,915,724.94	1,544,450.00	1,879,728.63	1,083,919.95	1,720,950.00
DIVISION 16 ENGINEER TOTAL:	1,915,724.94	1,544,450.00	1,879,728.63	1,083,919.95	1,720,950.00
FUND 2362 ROAD & BRIDGES (ENGINEER LEVY) TOTAL	1,915,724.94	1,544,450.00	1,879,728.63	1,083,919.95	1,720,950.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2365 - COUNTY PROBATION DIVISION: 13 - COMMON PLEAS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 13236500 - COMMON PLEAS COUNTY ADMIN					
CONTRACTUAL SERVICES	78,548.47	91,500.00	142,840.87	98,258.09	91,500.00
MATERIALS AND SUPPLIES	11,522.69	23,000.00	25,316.00	17,797.39	23,000.00
CAPITAL OUTLAY	25,323.97	25,500.00	50,500.00	37,007.92	25,500.00
Org: 13236500 - COMMON PLEAS COUNTY ADMIN TOTAL:	115,395.13	140,000.00	218,656.87	153,063.40	140,000.00
DIVISION 13 COMMON PLEAS TOTAL:	115,395.13	140,000.00	218,656.87	153,063.40	140,000.00
FUND 2365 COUNTY PROBATION TOTAL	115,395.13	140,000.00	218,656.87	153,063.40	140,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2379 - DOMESTIC CT COMP LEGL RESEARCH DIVISION: 15 - DOMESTIC RELATIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 15237900 - DOMESTIC RELATIONS ADMIN					
CONTRACTUAL SERVICES	483.26	1,500.00	1,500.00	0.00	1,500.00
MATERIALS AND SUPPLIES	-	600.00	600.00	517.06	1,000.00
CAPITAL OUTLAY	-	1,900.00	1,900.00	0.00	1,500.00
Org: 15237900 - DOMESTIC RELATIONS ADMIN TOTAL:	483.26	4,000.00	4,000.00	517.06	4,000.00
Org: 15237923 - DOMESTIC RELATIONS ADMIN					
CAPITAL OUTLAY	3,052.59	-	-	0.00	-
Org: 15237923 - DOMESTIC RELATIONS ADMIN TOTAL:	3,052.59	-	-	0.00	-
DIVISION 15 DOMESTIC RELATIONS TOTAL:	3,535.85	4,000.00	4,000.00	517.06	4,000.00
FUND 2379 DOMESTIC CT COMP LEGL RESEARCH TOTAL	3,535.85	4,000.00	4,000.00	517.06	4,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2380 - COMMON PLEAS CT COMP LEGL RES DIVISION: 13 - COMMON PLEAS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 13238000 - COMMON PLEAS					
CAPITAL OUTLAY	8,919.97	10,000.00	10,000.00	7,796.52	10,000.00
Org: 13238000 - COMMON PLEAS TOTAL:	8,919.97	10,000.00	10,000.00	7,796.52	10,000.00
DIVISION 13 COMMON PLEAS TOTAL:	8,919.97	10,000.00	10,000.00	7,796.52	10,000.00
FUND 2380 COMMON PLEAS CT COMP LEGL RES TOTAL	8,919.97	10,000.00	10,000.00	7,796.52	10,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2394 - CFLP LITTER ENFORCEMENT GRANT DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23239402 - LITTER & WEIGHTS					
CONTRACTUAL SERVICES	1,556.45	500.00	3,800.00	3,063.54	-
MATERIALS AND SUPPLIES	2,559.23	2,500.00	4,205.12	3,298.15	-
Org: 23239402 - LITTER & WEIGHTS TOTAL:	4,115.68	3,000.00	8,005.12	6,361.69	-
DIVISION 23 SHERIFF TOTAL:	4,115.68	3,000.00	8,005.12	6,361.69	-
FUND 2394 CFLP LITTER ENFORCEMENT GRANT TOTAL	4,115.68	3,000.00	8,005.12	6,361.69	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2408 - DRUG COURT PROGRAM DIVISION: 17 - JUVENILE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 17240800 - JUVENILE COURT YOUTH SERVICES					
PERSONAL SERVICES	25,857.88	23,005.00	30,124.20	23,005.00	24,612.00
FRINGE BENEFITS	16,445.64	11,995.00	15,314.00	11,663.98	12,445.00
Org: 17240800 - JUVENILE COURT YOUTH SERVICES TOTAL:	42,303.52	35,000.00	45,438.20	34,668.98	37,057.00
Org: 17820900 - JUVENILE COURT ADMINISTRATION					
CONTRACTUAL SERVICES	2,562.38	-	2,031.58	0.00	-
MATERIALS AND SUPPLIES	3,218.79	-	4,000.00	1,585.15	750.00
Org: 17820900 - JUVENILE COURT ADMINISTRATION TOTAL:	5,781.17	-	6,031.58	1,585.15	750.00
DIVISION 17 JUVENILE COURT TOTAL:	48,084.69	35,000.00	51,469.78	36,254.13	37,807.00
FUND 2408 DRUG COURT PROGRAM TOTAL	48,084.69	35,000.00	51,469.78	36,254.13	37,807.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2422 - COMMON PLEAS-SP PROJECTS FUND DIVISION: 13 - COMMON PLEAS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 13242200 - COMMON PLEAS					
CONTRACTUAL SERVICES	5,364.99	50,000.00	50,000.00	12,340.17	50,000.00
Org: 13242200 - COMMON PLEAS TOTAL:	5,364.99	50,000.00	50,000.00	12,340.17	50,000.00
Org: 13242221 - COMMON PLEAS					
CONTRACTUAL SERVICES	-	-	-	-185.00	-
Org: 13242221 - COMMON PLEAS TOTAL:	-	-	-	-185.00	-
DIVISION 13 COMMON PLEAS TOTAL:	5,364.99	50,000.00	50,000.00	12,155.17	50,000.00
FUND 2422 COMMON PLEAS-SP PROJECTS FUND TOTAL	5,364.99	50,000.00	50,000.00	12,155.17	50,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2423 - REESE PETERS HOTEL/MOTEL TAX DIVISION: 10 - AUDITOR	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 10242300 - AUDITOR ADMIN					
OTHER EXPENSES	235,645.37	260,000.00	260,000.00	253,084.35	260,000.00
Org: 10242300 - AUDITOR ADMIN TOTAL:	235,645.37	260,000.00	260,000.00	253,084.35	260,000.00
DIVISION 10 AUDITOR TOTAL:	235,645.37	260,000.00	260,000.00	253,084.35	260,000.00
FUND 2423 REESE PETERS HOTEL/MOTEL TAX TOTAL	235,645.37	260,000.00	260,000.00	253,084.35	260,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2442 - COMMISSARY DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23244200 - SHERIFF RD & BRIDGE WGHTS					
CONTRACTUAL SERVICES	9,869.98	16,000.00	74,430.00	63,723.28	20,000.00
MATERIALS AND SUPPLIES	187,648.87	185,000.00	194,884.98	163,663.73	191,000.00
CAPITAL OUTLAY	108,723.55	-	33,454.80	18,454.80	-
Org: 23244200 - SHERIFF RD & BRIDGE WGHTS TOTAL:	306,242.40	201,000.00	302,769.78	245,841.81	211,000.00
DIVISION 23 SHERIFF TOTAL:	306,242.40	201,000.00	302,769.78	245,841.81	211,000.00
FUND 2442 COMMISSARY TOTAL	306,242.40	201,000.00	302,769.78	245,841.81	211,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2481 - JUVENILE RECOVERY FUND	2023	2024 Original	2024 Revised	2024	APPROVED 2025
DIVISION: 17 - JUVENILE COURT	Actual	Budget	Budget	Actual	BUDGET
Org: 17248100 - JUVENILE COURT YOUTH SERVICES					
PERSONAL SERVICES	6,274.60	-	-	0.00	-
FRINGE BENEFITS	4,659.30	-	-	0.00	-
CONTRACTUAL SERVICES	-	10,500.00	-	0.00	-
Org: 17248100 - JUVENILE COURT YOUTH SERVICES TOTAL:	10,933.90	10,500.00	-	0.00	-
DIVISION 17 JUVENILE COURT TOTAL:	10,933.90	10,500.00	-	0.00	-
FUND 2481 JUVENILE RECOVERY FUND TOTAL	10,933.90	10,500.00	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2489 - NOTARY PUBLIC FEES DIVISION: 13 - COMMON PLEAS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 13248900 - COMMON PLEAS CONTRACTUAL SERVICES	-	30,000.00	30,000.00	0.00	30,000.00
Org: 13248900 - COMMON PLEAS TOTAL:	-	30,000.00	30,000.00	0.00	30,000.00
DIVISION 13 COMMON PLEAS TOTAL:	-	30,000.00	30,000.00	0.00	30,000.00
FUND 2489 NOTARY PUBLIC FEES TOTAL	-	30,000.00	30,000.00	0.00	30,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2503 - SHERIFF'S POLICING REVOLVING DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23250300 - SHERIFF RD & BRIDGE WGHTS					
PERSONAL SERVICES	1,586,454.16	1,794,882.00	1,794,882.00	1,520,324.40	1,986,215.00
FRINGE BENEFITS	601,336.41	687,021.00	687,021.00	629,525.62	774,106.00
CONTRACTUAL SERVICES	27,506.72	27,260.00	48,962.41	36,771.59	25,000.00
MATERIALS AND SUPPLIES	57,278.41	50,000.00	73,761.60	50,973.94	35,000.00
Org: 23250300 - SHERIFF RD & BRIDGE WGHTS TOTAL:	2,272,575.70	2,559,163.00	2,604,627.01	2,237,595.55	2,820,321.00
DIVISION 23 SHERIFF TOTAL:	2,272,575.70	2,559,163.00	2,604,627.01	2,237,595.55	2,820,321.00
FUND 2503 SHERIFF'S POLICING REVOLVING TOTAL	2,272,575.70	2,559,163.00	2,604,627.01	2,237,595.55	2,820,321.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2580 - ENGINEER - SUBDIVISION INSPECT DIVISION: 16 - ENGINEER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 16258000 - INSPECTIONS					
CONTRACTUAL SERVICES	134,933.31	-	-	0.00	-
CAPITAL OUTLAY	24,658.93	-	-	0.00	-
OTHER EXPENSES	-	-	90,160.20	90,160.20	-
Org: 16258000 - INSPECTIONS TOTAL:	159,592.24	-	90,160.20	90,160.20	-
DIVISION 16 ENGINEER TOTAL:	159,592.24	-	90,160.20	90,160.20	-
FUND 2580 ENGINEER - SUBDIVISION INSPECT TOTAL	159,592.24	-	90,160.20	90,160.20	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2591 - HOME PROGRAM INCOME DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12259100 - HOME CONTRACTUAL SERVICES	67,727.00	-	58,000.00	0.00	60,401.94
Org: 12259100 - HOME TOTAL:	67,727.00	-	58,000.00	0.00	60,401.94
DIVISION 12 COMMISSIONER TOTAL:	67,727.00	-	58,000.00	0.00	60,401.94
FUND 2591 HOME PROGRAM INCOME TOTAL	67,727.00	-	58,000.00	0.00	60,401.94

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2593 - CONCEALED HANDGUN LICENSE DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23259300 - SHERIFF RD & BRIDGE WGHTS					
PERSONAL SERVICES	25,271.61	-	-	0.00	-
FRINGE BENEFITS	14,060.72	-	37.34	37.34	-
CONTRACTUAL SERVICES	17,314.50	18,000.00	19,556.25	13,452.00	18,000.00
MATERIALS AND SUPPLIES	1,433.00	2,500.00	2,462.66	0.00	2,500.00
Org: 23259300 - SHERIFF RD & BRIDGE WGHTS TOTAL:	58,079.83	20,500.00	22,056.25	13,489.34	20,500.00
DIVISION 23 SHERIFF TOTAL:	58,079.83	20,500.00	22,056.25	13,489.34	20,500.00
FUND 2593 CONCEALED HANDGUN LICENSE TOTAL	58,079.83	20,500.00	22,056.25	13,489.34	20,500.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2599 - WORKFORCE DEVEL WIA DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12259902 - ADMIN					
CONTRACTUAL SERVICES	-60.00	-	-	0.00	-
Org: 12259902 - ADMIN TOTAL:	-60.00	-	-	0.00	-
Org: 12259907 - ADMIN					
CONTRACTUAL SERVICES	523,709.96	691,825.00	861,825.00	655,037.32	792,550.00
MATERIALS AND SUPPLIES	520.58	3,800.00	3,800.00	2,379.36	4,000.00
CAPITAL OUTLAY	48.36	4,375.00	4,375.00	3,348.55	4,375.00
Org: 12259907 - ADMIN TOTAL:	524,278.90	700,000.00	870,000.00	660,765.23	800,925.00
DIVISION 12 COMMISSIONER TOTAL:	524,218.90	700,000.00	870,000.00	660,765.23	800,925.00
FUND 2599 WORKFORCE DEVEL WIA TOTAL	524,218.90	700,000.00	870,000.00	660,765.23	800,925.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2617 - OLDER ADULT SERVICES LEVY DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12261700 - COMMISSIONER ADMIN					
CONTRACTUAL SERVICES	3,479,445.33	3,785,742.00	3,888,553.02	3,777,766.09	4,787,115.00
Org: 12261700 - COMMISSIONER ADMIN TOTAL:	3,479,445.33	3,785,742.00	3,888,553.02	3,777,766.09	4,787,115.00
DIVISION 12 COMMISSIONER TOTAL:	3,479,445.33	3,785,742.00	3,888,553.02	3,777,766.09	4,787,115.00
FUND 2617 OLDER ADULT SERVICES LEVY TOTAL	3,479,445.33	3,785,742.00	3,888,553.02	3,777,766.09	4,787,115.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2625 - DOMESTIC REL-SP PROJECTS FUND	2023	2024 Original	2024 Revised	2024	APPROVED 2025
DIVISION: 15 - DOMESTIC RELATIONS	Actual	Budget	Budget	Actual	BUDGET
Org: 15262500 - DOMESTIC RELATIONS ADMIN					
CONTRACTUAL SERVICES	3,544.78	25,000.00	25,000.00	950.00	25,000.00
MATERIALS AND SUPPLIES	335.72	-	400.00	198.24	1,000.00
CAPITAL OUTLAY	1,466.83	25,000.00	24,600.00	308.63	24,000.00
Org: 15262500 - DOMESTIC RELATIONS ADMIN TOTAL:	5,347.33	50,000.00	50,000.00	1,456.87	50,000.00
DIVISION 15 DOMESTIC RELATIONS TOTAL:	5,347.33	50,000.00	50,000.00	1,456.87	50,000.00
FUND 2625 DOMESTIC REL-SP PROJECTS FUND TOTAL	5,347.33	50,000.00	50,000.00	1,456.87	50,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2630 - JUVENILE CT-SP PROJECTS FUND DIVISION: 17 - JUVENILE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 17263000 - JUVENILE COURT ADMINISTRATION					
PERSONAL SERVICES	19,602.08	-	9,993.60	0.00	-
FRINGE BENEFITS	10,639.28	-	5,177.35	0.00	-
CONTRACTUAL SERVICES	38,695.00	50,000.00	70,040.00	67,402.41	32,000.00
Org: 17263000 - JUVENILE COURT ADMINISTRATION TOTAL:	68,936.36	50,000.00	85,210.95	67,402.41	32,000.00
DIVISION 17 JUVENILE COURT TOTAL:	68,936.36	50,000.00	85,210.95	67,402.41	32,000.00
FUND 2630 JUVENILE CT-SP PROJECTS FUND TOTAL	68,936.36	50,000.00	85,210.95	67,402.41	32,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2633 - ENTERPRISE ZONE DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12263300 - ECONOMIC DEVELOPMENT					
PERSONAL SERVICES	-	2,000.00	2,000.00	0.00	2,000.00
FRINGE BENEFITS	21.47	1,100.00	1,100.00	14.62	1,100.00
CONTRACTUAL SERVICES	-	100.00	100.00	0.00	100.00
MATERIALS AND SUPPLIES	-	100.00	100.00	0.00	100.00
Org: 12263300 - ECONOMIC DEVELOPMENT TOTAL:	21.47	3,300.00	3,300.00	14.62	3,300.00
DIVISION 12 COMMISSIONER TOTAL:	21.47	3,300.00	3,300.00	14.62	3,300.00
FUND 2633 ENTERPRISE ZONE TOTAL	21.47	3,300.00	3,300.00	14.62	3,300.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2641 - TITLE IV-E FUND DIVISION: 17 - JUVENILE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 17264100 - JUVENILE COURT YOUTH SERVICES					
PERSONAL SERVICES	22,113.20	-	-	0.00	-
FRINGE BENEFITS	5,581.15	-	-	0.00	-
CONTRACTUAL SERVICES	3,902.50	25,822.87	-	0.00	-
Org: 17264100 - JUVENILE COURT YOUTH SERVICES TOTAL:	31,596.85	25,822.87	-	0.00	-
DIVISION 17 JUVENILE COURT TOTAL:	31,596.85	25,822.87	-	0.00	-
FUND 2641 TITLE IV-E FUND TOTAL	31,596.85	25,822.87	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2649 - FEMA 1580-DR EMERG MGMT AGENCY DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12264980 - EMA CAPITAL OUTLAY	6,759.58	-	-	0.00	-
Org: 12264980 - EMA TOTAL:	6,759.58	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	6,759.58	-	-	0.00	-
FUND 2649 FEMA 1580-DR EMERG MGMT AGENCY TOTAL	6,759.58	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2663 - COMMUNITY REINVESTMNT AREA DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12266300 - ECONOMIC DEVELOPMENT CONTRACTUAL SERVICES	-	-	2,500.00	0.00	-
Org: 12266300 - ECONOMIC DEVELOPMENT TOTAL:	-	-	2,500.00	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	-	-	2,500.00	0.00	-
FUND 2663 COMMUNITY REINVESTMNT AREA TOTAL	-	-	2,500.00	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2673 - FAIRFIELD CO BLDG DEPT UTIL DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12267300 - BLDG DEPARTMENT UTIL					
PERSONAL SERVICES	3,829.02	4,200.00	4,200.00	3,200.92	4,400.00
FRINGE BENEFITS	726.33	780.00	780.00	528.62	830.00
CONTRACTUAL SERVICES	50,372.56	62,420.00	94,635.30	42,792.59	62,500.00
MATERIALS AND SUPPLIES	221.02	600.00	600.00	0.00	600.00
CAPITAL OUTLAY	-	1,000.00	1,000.00	0.00	600.00
Org: 12267300 - BLDG DEPARTMENT UTIL TOTAL:	55,148.93	69,000.00	101,215.30	46,522.13	68,930.00
DIVISION 12 COMMISSIONER TOTAL:	55,148.93	69,000.00	101,215.30	46,522.13	68,930.00
FUND 2673 FAIRFIELD CO BLDG DEPT UTIL TOTAL	55,148.93	69,000.00	101,215.30	46,522.13	68,930.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2675 - CDBG PROJECT INCOME DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12267500 - CDBG CONTRACTUAL SERVICES	603.60	-	2,900.00	0.00	2,995.51
Org: 12267500 - CDBG TOTAL:	603.60	-	2,900.00	0.00	2,995.51
DIVISION 12 COMMISSIONER TOTAL:	603.60	-	2,900.00	0.00	2,995.51
FUND 2675 CDBG PROJECT INCOME TOTAL	603.60	-	2,900.00	0.00	2,995.51

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2683 - WIRELESS 911-PSAP-FAIRFIELD DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12268300 - COMMISSIONER ADMIN					
PERSONAL SERVICES	101,483.95	132,651.00	132,651.00	113,824.37	141,720.00
FRINGE BENEFITS	35,602.12	40,418.00	40,418.00	33,316.30	41,406.00
CONTRACTUAL SERVICES	20,366.34	4,500.00	15,605.00	11,305.17	9,500.00
MATERIALS AND SUPPLIES	-	500.00	500.00	0.00	500.00
CAPITAL OUTLAY	31,569.00	-	49,070.00	49,068.86	-
Org: 12268300 - COMMISSIONER ADMIN TOTAL:	189,021.41	178,069.00	238,244.00	207,514.70	193,126.00
DIVISION 12 COMMISSIONER TOTAL:	189,021.41	178,069.00	238,244.00	207,514.70	193,126.00
FUND 2683 WIRELESS 911-PSAP-FAIRFIELD TOTAL	189,021.41	178,069.00	238,244.00	207,514.70	193,126.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2689 - ADULT BASED CORRECTIONS DIVISION: 13 - COMMON PLEAS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 13268920 - COMMON PLEAS					
PERSONAL SERVICES	61,581.53	-	-	0.00	-
FRINGE BENEFITS	28,640.57	-	-	0.00	-
OTHER EXPENSES	11,854.75	-	-	0.00	-
Org: 13268920 - COMMON PLEAS TOTAL:	102,076.85	-	-	0.00	-
Org: 13268921 - COMMON PLEAS					
PERSONAL SERVICES	64,226.75	122,183.00	122,183.00	120,405.15	59,486.00
FRINGE BENEFITS	28,213.68	63,729.00	63,729.00	61,823.99	38,367.00
Org: 13268921 - COMMON PLEAS TOTAL:	92,440.43	185,912.00	185,912.00	182,229.14	97,853.00
DIVISION 13 COMMON PLEAS TOTAL:	194,517.28	185,912.00	185,912.00	182,229.14	97,853.00
FUND 2689 ADULT BASED CORRECTIONS TOTAL	194,517.28	185,912.00	185,912.00	182,229.14	97,853.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2707 - EMPG - EMA GRANT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12270720 - EMA					
MATERIALS AND SUPPLIES	1,133.67	-	-	0.00	-
CAPITAL OUTLAY	1,609.00	-	-	0.00	-
Org: 12270720 - EMA TOTAL:	2,742.67	-	-	0.00	-
Org: 12270721 - EMA					
CONTRACTUAL SERVICES	2,757.02	10,000.00	18,903.00	13,033.36	18,000.00
MATERIALS AND SUPPLIES	8,739.60	25,000.00	13,945.00	7,888.52	15,000.00
CAPITAL OUTLAY	17,535.35	25,000.00	16,195.00	2,854.85	5,000.00
Org: 12270721 - EMA TOTAL:	29,031.97	60,000.00	49,043.00	23,776.73	38,000.00
Org: 12270722 - EMA					
PERSONAL SERVICES	210,996.49	-	-	0.00	-
FRINGE BENEFITS	81,481.38	-	-	0.00	-
CONTRACTUAL SERVICES	20,921.51	-	12,306.53	3,737.00	10,000.00
MATERIALS AND SUPPLIES	5,461.33	-	-	0.00	-
CAPITAL OUTLAY	13,927.75	-	10,913.00	9,110.66	10,000.00
Org: 12270722 - EMA TOTAL:	332,788.46	-	23,219.53	12,847.66	20,000.00
Org: 12270723 - EMA					
PERSONAL SERVICES	-	216,000.00	221,442.00	190,240.60	-
FRINGE BENEFITS	-	84,415.00	82,415.00	68,683.77	-
CONTRACTUAL SERVICES	-	27,000.00	13,500.00	6,178.16	-
MATERIALS AND SUPPLIES	-	9,000.00	4,000.00	1,786.87	-
CAPITAL OUTLAY	-	5,000.00	-	0.00	-
Org: 12270723 - EMA TOTAL:	-	341,415.00	321,357.00	266,889.40	-
Org: 12270724 - EMA					
PERSONAL SERVICES	-	-	-	0.00	218,900.00
FRINGE BENEFITS	-	-	-	0.00	84,350.00
CONTRACTUAL SERVICES	-	-	-	0.00	19,000.00
MATERIALS AND SUPPLIES	-	-	-	0.00	6,500.00
Org: 12270724 - EMA TOTAL:	-	-	-	0.00	328,750.00
Org: 12270755 - EMPG 21 ARPA EMA					
MATERIALS AND SUPPLIES	0.21	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2707 - EMPG - EMA GRANT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12270755 - EMPG 21 ARPA EMA TOTAL:	0.21	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	364,563.31	401,415.00	393,619.53	303,513.79	386,750.00
FUND 2707 EMPG - EMA GRANT TOTAL	364,563.31	401,415.00	393,619.53	303,513.79	386,750.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2708 - STATE HOMELAND SECURITY GRANT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12270822 - FY2022 HSGP					
CAPITAL OUTLAY	28,356.52	6,000.00	52,570.48	52,570.48	-
Org: 12270822 - FY2022 HSGP TOTAL:	28,356.52	6,000.00	52,570.48	52,570.48	-
Org: 12270823 - STATE HOMELAND SECURITY GRANT					
CAPITAL OUTLAY	-	50,000.00	85,000.00	85,000.00	-
Org: 12270823 - STATE HOMELAND SECURITY GRANT TOTAL:	-	50,000.00	85,000.00	85,000.00	-
Org: 12270824 - STATE HOMELAND SECURITY GRANT					
CAPITAL OUTLAY	-	-	-	0.00	25,000.00
Org: 12270824 - STATE HOMELAND SECURITY GRANT TOTAL:	-	-	-	0.00	25,000.00
DIVISION 12 COMMISSIONER TOTAL:	28,356.52	56,000.00	137,570.48	137,570.48	25,000.00
FUND 2708 STATE HOMELAND SECURITY GRANT TOTAL	28,356.52	56,000.00	137,570.48	137,570.48	25,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2711 - CONTINUING PROF TRAINING DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23271100 - SHERIFF - GENERAL ADMIN CONTRACTUAL SERVICES	-	-	5,000.00	2,409.92	-
Org: 23271100 - SHERIFF - GENERAL ADMIN TOTAL:	-	-	5,000.00	2,409.92	-
DIVISION 23 SHERIFF TOTAL:	-	-	5,000.00	2,409.92	-
FUND 2711 CONTINUING PROF TRAINING TOTAL	-	-	5,000.00	2,409.92	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2716 - REVOLVING LOAN FUND CDBG DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12271600 - ECONOMIC DEVELOPMENT					
PERSONAL SERVICES	-	1,200.00	1,200.00	0.00	1,200.00
FRINGE BENEFITS	21.43	816.00	816.00	8.77	806.00
CONTRACTUAL SERVICES	258.69	52,000.00	52,000.00	266.66	52,000.00
Org: 12271600 - ECONOMIC DEVELOPMENT TOTAL:	280.12	54,016.00	54,016.00	275.43	54,006.00
DIVISION 12 COMMISSIONER TOTAL:	280.12	54,016.00	54,016.00	275.43	54,006.00
FUND 2716 REVOLVING LOAN FUND CDBG TOTAL	280.12	54,016.00	54,016.00	275.43	54,006.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2717 - EDA REVOLVING LOAN FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12271700 - ECONOMIC DEVELOPMENT					
PERSONAL SERVICES	-	2,100.00	2,100.00	0.00	2,100.00
FRINGE BENEFITS	27.42	1,361.00	1,361.00	15.35	1,361.00
CONTRACTUAL SERVICES	96,927.06	210,500.00	210,500.00	2,768.67	215,500.00
Org: 12271700 - ECONOMIC DEVELOPMENT TOTAL:	96,954.48	213,961.00	213,961.00	2,784.02	218,961.00
DIVISION 12 COMMISSIONER TOTAL:	96,954.48	213,961.00	213,961.00	2,784.02	218,961.00
FUND 2717 EDA REVOLVING LOAN FUND TOTAL	96,954.48	213,961.00	213,961.00	2,784.02	218,961.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2718 - RLF EDA CARES ACT - FF CNTY DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12271800 - ECONOMIC DEVELOPMENT					
PERSONAL SERVICES	-	5,000.00	5,000.00	0.00	5,000.00
FRINGE BENEFITS	53.12	3,835.00	3,835.00	36.53	3,800.00
CONTRACTUAL SERVICES	258.68	155,500.00	155,500.00	40,266.67	200,500.00
Org: 12271800 - ECONOMIC DEVELOPMENT TOTAL:	311.80	164,335.00	164,335.00	40,303.20	209,300.00
DIVISION 12 COMMISSIONER TOTAL:	311.80	164,335.00	164,335.00	40,303.20	209,300.00
FUND 2718 RLF EDA CARES ACT - FF CNTY TOTAL	311.80	164,335.00	164,335.00	40,303.20	209,300.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2730 - CDBG HOUSING IMPROV PROGRAM DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12273011 - CDBG					
CONTRACTUAL SERVICES	54,354.40	10,400.00	10,400.00	0.00	-
Org: 12273011 - CDBG TOTAL:	54,354.40	10,400.00	10,400.00	0.00	-
Org: 12273023 - CDBG					
CONTRACTUAL SERVICES	-	-	135,600.00	43,765.00	91,835.00
Org: 12273023 - CDBG TOTAL:	-	-	135,600.00	43,765.00	91,835.00
DIVISION 12 COMMISSIONER TOTAL:	54,354.40	10,400.00	146,000.00	43,765.00	91,835.00
FUND 2730 CDBG HOUSING IMPROV PROGRAM TOTAL	54,354.40	10,400.00	146,000.00	43,765.00	91,835.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2731 - HOME HOUSING IMPROV PROGRAM DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12273111 - CDBG					
CONTRACTUAL SERVICES	256,500.00	18,700.00	18,700.00	0.00	-
Org: 12273111 - CDBG TOTAL:	256,500.00	18,700.00	18,700.00	0.00	-
Org: 12273123 - HOME					
CONTRACTUAL SERVICES	-	-	264,400.00	0.00	264,400.00
Org: 12273123 - HOME TOTAL:	-	-	264,400.00	0.00	264,400.00
DIVISION 12 COMMISSIONER TOTAL:	256,500.00	18,700.00	283,100.00	0.00	264,400.00
FUND 2731 HOME HOUSING IMPROV PROGRAM TOTAL	256,500.00	18,700.00	283,100.00	0.00	264,400.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2732 - HTF HOUSING IMPROV PROGRAM DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12273211 - COMMISSIONER ADMIN CONTRACTUAL SERVICES	15,022.76	34,977.24	34,977.24	0.00	-
Org: 12273211 - COMMISSIONER ADMIN TOTAL:	15,022.76	34,977.24	34,977.24	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	15,022.76	34,977.24	34,977.24	0.00	-
FUND 2732 HTF HOUSING IMPROV PROGRAM TOTAL	15,022.76	34,977.24	34,977.24	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2736 - FY09 CFLP GRANT FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12273622 - ENVIRONMENTAL-2021					
OTHER EXPENSES	3,067.82	-	-	0.00	-
Org: 12273622 - ENVIRONMENTAL-2021 TOTAL:	3,067.82	-	-	0.00	-
Org: 12273623 - ENVIRONMENTAL-2023					
CONTRACTUAL SERVICES	1,175,011.60	-	-	0.00	-
OTHER EXPENSES	-	-	105,881.66	105,881.65	-
Org: 12273623 - ENVIRONMENTAL-2023 TOTAL:	1,175,011.60	-	105,881.66	105,881.65	-
Org: 12273624 - ENVIRONMENTAL-2024					
CONTRACTUAL SERVICES	-	1,046,134.50	1,046,134.50	1,046,134.50	-
Org: 12273624 - ENVIRONMENTAL-2024 TOTAL:	-	1,046,134.50	1,046,134.50	1,046,134.50	-
DIVISION 12 COMMISSIONER TOTAL:	1,178,079.42	1,046,134.50	1,152,016.16	1,152,016.15	-
FUND 2736 FY09 CFLP GRANT FUND TOTAL	1,178,079.42	1,046,134.50	1,152,016.16	1,152,016.15	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2758 - PROTECTIVE SERVICE LEY DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12275850 - HUMAN SERVICES					
CONTRACTUAL SERVICES	125,219.87	144,501.00	144,501.00	140,917.44	125,500.00
Org: 12275850 - HUMAN SERVICES TOTAL:	125,219.87	144,501.00	144,501.00	140,917.44	125,500.00
Org: 12275851 - HUMAN SERVICES					
CONTRACTUAL SERVICES	270,222.70	5,516,027.61	7,902,226.19	4,801,518.91	7,680,000.00
Org: 12275851 - HUMAN SERVICES TOTAL:	270,222.70	5,516,027.61	7,902,226.19	4,801,518.91	7,680,000.00
DIVISION 12 COMMISSIONER TOTAL:	395,442.57	5,660,528.61	8,046,727.19	4,942,436.35	7,805,500.00
FUND 2758 PROTECTIVE SERVICE LEY TOTAL	395,442.57	5,660,528.61	8,046,727.19	4,942,436.35	7,805,500.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2761 - LAW LIBRARY RESOURCES BOARD DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12276112 - LAW LIBRARY					
CAPITAL OUTLAY	1,407.12	-	1,477.38	1,477.38	-
Org: 12276112 - LAW LIBRARY TOTAL:	1,407.12	-	1,477.38	1,477.38	-
Org: 12276195 - LAW LIBRARY					
CONTRACTUAL SERVICES	90,345.52	99,500.00	105,807.85	82,109.94	84,500.00
MATERIALS AND SUPPLIES	81.07	250.00	250.00	0.00	250.00
CAPITAL OUTLAY	-	250.00	250.00	46.60	250.00
Org: 12276195 - LAW LIBRARY TOTAL:	90,426.59	100,000.00	106,307.85	82,156.54	85,000.00
DIVISION 12 COMMISSIONER TOTAL:	91,833.71	100,000.00	107,785.23	83,633.92	85,000.00
FUND 2761 LAW LIBRARY RESOURCES BOARD TOTAL	91,833.71	100,000.00	107,785.23	83,633.92	85,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2774 - EMA-HAZARD MITIGATION GRNT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12277422 - HAZARD MITIGATION GRANT					
PERSONAL SERVICES	766.16	-	-	0.00	-
FRINGE BENEFITS	441.63	-	-	0.00	-
Org: 12277422 - HAZARD MITIGATION GRANT TOTAL:	1,207.79	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	1,207.79	-	-	0.00	-
FUND 2774 EMA-HAZARD MITIGATION GRNT TOTAL	1,207.79	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2784 - VICTIMS OF CRIME DIVISION: 21 - PROSECUTOR	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 21823800 - PROSECUTOR ADMIN					
PERSONAL SERVICES	705.71	-	-	0.00	-
FRINGE BENEFITS	464.20	-	-	0.00	-
Org: 21823800 - PROSECUTOR ADMIN TOTAL:	1,169.91	-	-	0.00	-
Org: 21826500 - PROSECUTOR ADMIN					
PERSONAL SERVICES	92,972.31	-	-	0.00	-
FRINGE BENEFITS	50,618.47	-	-	94.41	-
Org: 21826500 - PROSECUTOR ADMIN TOTAL:	143,590.78	-	-	94.41	-
Org: 21829800 - PROSECUTOR ADMIN					
PERSONAL SERVICES	31,133.04	111,101.00	111,101.00	105,741.58	-
FRINGE BENEFITS	15,700.14	58,922.00	58,922.00	57,400.11	-
Org: 21829800 - PROSECUTOR ADMIN TOTAL:	46,833.18	170,023.00	170,023.00	163,141.69	-
Org: 21832100 - PROSECUTOR ADMIN					
PERSONAL SERVICES	-	34,000.00	34,000.00	22,019.20	115,546.00
FRINGE BENEFITS	-	18,025.00	18,025.00	11,609.89	61,676.00
Org: 21832100 - PROSECUTOR ADMIN TOTAL:	-	52,025.00	52,025.00	33,629.09	177,222.00
Org: 21835100 - PROSECUTOR ADMIN					
PERSONAL SERVICES	-	-	-	0.00	34,181.00
FRINGE BENEFITS	-	-	-	0.00	20,883.00
Org: 21835100 - PROSECUTOR ADMIN TOTAL:	-	-	-	0.00	55,064.00
DIVISION 21 PROSECUTOR TOTAL:	191,593.87	222,048.00	222,048.00	196,865.19	232,286.00
FUND 2784 VICTIMS OF CRIME TOTAL	191,593.87	222,048.00	222,048.00	196,865.19	232,286.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2785 - PROS-SVAA DIVISION: 21 - PROSECUTOR	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 21826600 - PROSECUTOR ADMIN					
CONTRACTUAL SERVICES	1,005.00	-	4,075.00	4,075.00	-
Org: 21826600 - PROSECUTOR ADMIN TOTAL:	1,005.00	-	4,075.00	4,075.00	-
Org: 21829900 - PROSECUTOR ADMIN					
CONTRACTUAL SERVICES	-	4,455.00	4,455.00	3,341.00	-
Org: 21829900 - PROSECUTOR ADMIN TOTAL:	-	4,455.00	4,455.00	3,341.00	-
Org: 21832200 - PROSECUTOR ADMIN					
CONTRACTUAL SERVICES	-	-	-	0.00	4,455.00
Org: 21832200 - PROSECUTOR ADMIN TOTAL:	-	-	-	0.00	4,455.00
DIVISION 21 PROSECUTOR TOTAL:	1,005.00	4,455.00	8,530.00	7,416.00	4,455.00
FUND 2785 PROS-SVAA TOTAL	1,005.00	4,455.00	8,530.00	7,416.00	4,455.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2788 - CDBG FORMULA DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12278812 - COMMISSIONER ADMIN					
CONTRACTUAL SERVICES	23,550.00	5,000.00	58,450.00	29,140.97	18,109.03
CAPITAL OUTLAY	16,041.25	1,104,486.25	1,041,958.75	694,147.64	368,858.17
Org: 12278812 - COMMISSIONER ADMIN TOTAL:	39,591.25	1,109,486.25	1,100,408.75	723,288.61	386,967.20
Org: 12278820 - COMMISSIONER ADMIN					
OTHER EXPENSES	1.18	-	-	0.00	-
Org: 12278820 - COMMISSIONER ADMIN TOTAL:	1.18	-	-	0.00	-
Org: 12278821 - COMMISSIONER ADMIN					
OTHER EXPENSES	0.50	-	-	0.00	-
Org: 12278821 - COMMISSIONER ADMIN TOTAL:	0.50	-	-	0.00	-
Org: 12278823 - COMMISSIONER ADMIN					
CONTRACTUAL SERVICES	-	30,000.00	30,000.00	7,500.00	22,500.00
CAPITAL OUTLAY	-	470,000.00	470,000.00	0.00	470,000.00
Org: 12278823 - COMMISSIONER ADMIN TOTAL:	-	500,000.00	500,000.00	7,500.00	492,500.00
DIVISION 12 COMMISSIONER TOTAL:	39,592.93	1,609,486.25	1,600,408.75	730,788.61	879,467.20
FUND 2788 CDBG FORMULA TOTAL	39,592.93	1,609,486.25	1,600,408.75	730,788.61	879,467.20

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2804 - 2804 - DTAC TREASURER DIVISION: 24 - TREASURER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 24280401 - TREASURER DRETAC					
PERSONAL SERVICES	167,138.23	185,000.00	185,000.00	154,242.69	176,500.00
FRINGE BENEFITS	61,540.28	67,120.00	80,120.00	70,002.67	81,560.00
CONTRACTUAL SERVICES	30,137.76	46,000.00	63,938.26	50,983.95	66,000.00
MATERIALS AND SUPPLIES	188.56	1,000.00	1,127.14	269.97	1,500.00
CAPITAL OUTLAY	781.83	2,000.00	2,000.00	1,695.95	2,000.00
Org: 24280401 - TREASURER DRETAC TOTAL:	259,786.66	301,120.00	332,185.40	277,195.23	327,560.00
Org: 24280405 - TREASURER ADMIN GENERAL					
CONTRACTUAL SERVICES	250,000.00	300,000.00	300,000.00	300,000.00	400,000.00
Org: 24280405 - TREASURER ADMIN GENERAL TOTAL:	250,000.00	300,000.00	300,000.00	300,000.00	400,000.00
DIVISION 24 TREASURER TOTAL:	509,786.66	601,120.00	632,185.40	577,195.23	727,560.00
FUND 2804 2804 - DTAC TREASURER TOTAL	509,786.66	601,120.00	632,185.40	577,195.23	727,560.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2828 - SPECIAL ELECTIONS DIVISION: 51 - BOARD OF ELECTIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 51282800 - SPECIAL ELECTION					
PERSONAL SERVICES	87,610.02	-	-	0.00	-
CONTRACTUAL SERVICES	37,143.68	-	-	0.00	-
MATERIALS AND SUPPLIES	29,662.70	-	-	0.00	-
CAPITAL OUTLAY	17,713.42	-	-	0.00	-
Org: 51282800 - SPECIAL ELECTION TOTAL:	172,129.82	-	-	0.00	-
DIVISION 51 BOARD OF ELECTIONS TOTAL:	172,129.82	-	-	0.00	-
FUND 2828 SPECIAL ELECTIONS TOTAL	172,129.82	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2838 - PROS ATTY'S LEGAL SERVICES DIVISION: 21 - PROSECUTOR	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 21283800 - PROSECUTOR ADMIN					
PERSONAL SERVICES	12,255.72	20,000.00	20,000.00	11,839.41	20,000.00
FRINGE BENEFITS	4,152.98	8,900.00	8,900.00	3,877.48	9,090.00
Org: 21283800 - PROSECUTOR ADMIN TOTAL:	16,408.70	28,900.00	28,900.00	15,716.89	29,090.00
DIVISION 21 PROSECUTOR TOTAL:	16,408.70	28,900.00	28,900.00	15,716.89	29,090.00
FUND 2838 PROS ATTY'S LEGAL SERVICES TOTAL	16,408.70	28,900.00	28,900.00	15,716.89	29,090.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2839 - COMMON PLS RECOVERY CT GRANT DIVISION: 13 - COMMON PLEAS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 13283909 - COMMON PLEAS					
PERSONAL SERVICES	21,529.80	-	-	0.00	-
FRINGE BENEFITS	3,383.19	-	-	0.00	-
Org: 13283909 - COMMON PLEAS TOTAL:	24,912.99	-	-	0.00	-
Org: 13283911 - COMMON PLEAS					
PERSONAL SERVICES	18,986.51	19,160.00	57,428.50	57,428.50	-
FRINGE BENEFITS	3,046.92	3,340.00	10,563.22	10,563.22	-
Org: 13283911 - COMMON PLEAS TOTAL:	22,033.43	22,500.00	67,991.72	67,991.72	-
DIVISION 13 COMMON PLEAS TOTAL:	46,946.42	22,500.00	67,991.72	67,991.72	-
FUND 2839 COMMON PLS RECOVERY CT GRANT TOTAL	46,946.42	22,500.00	67,991.72	67,991.72	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2848 - JUSTICE FOR FAMILIES GRNT DOMR DIVISION: 15 - DOMESTIC RELATIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12284821 - DOMESTIC RELATIONS ADMIN					
PERSONAL SERVICES	92,297.30	95,478.00	95,478.00	90,139.90	-
FRINGE BENEFITS	15,508.60	17,353.00	17,353.00	15,179.12	-
CONTRACTUAL SERVICES	83,612.34	80,000.00	86,294.73	85,029.75	-
Org: 12284821 - DOMESTIC RELATIONS ADMIN TOTAL:	191,418.24	192,831.00	199,125.73	190,348.77	-
DIVISION 15 DOMESTIC RELATIONS TOTAL:	191,418.24	192,831.00	199,125.73	190,348.77	-
FUND 2848 JUSTICE FOR FAMILIES GRNT DOMR TOTAL	191,418.24	192,831.00	199,125.73	190,348.77	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2852 - TARGET COMMUNITY ALT TO PRISON DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12285202 - COMMISSIONER ADMIN					
PERSONAL SERVICES	90,973.50	-	38,446.43	38,446.43	-
FRINGE BENEFITS	23,717.89	-	14,853.30	14,879.41	-
CONTRACTUAL SERVICES	183,104.93	-	50,175.50	50,175.50	-
CAPITAL OUTLAY	2,437.52	-	-	0.00	-
Org: 12285202 - COMMISSIONER ADMIN TOTAL:	300,233.84	-	103,475.23	103,501.34	-
Org: 12285203 - COMMISSIONER ADMIN					
PERSONAL SERVICES	-	159,543.00	159,543.00	128,793.10	103,850.00
FRINGE BENEFITS	-	66,118.00	66,118.00	50,263.27	33,072.00
CONTRACTUAL SERVICES	12,294.50	131,315.00	300,109.58	110,968.62	39,066.00
CAPITAL OUTLAY	-	5,000.00	5,000.00	4,752.79	5,000.00
Org: 12285203 - COMMISSIONER ADMIN TOTAL:	12,294.50	361,976.00	530,770.58	294,777.78	180,988.00
DIVISION 12 COMMISSIONER TOTAL:	312,528.34	361,976.00	634,245.81	398,279.12	180,988.00
FUND 2852 TARGET COMMUNITY ALT TO PRISON TOTAL	312,528.34	361,976.00	634,245.81	398,279.12	180,988.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2859 - CNTY PROBT CRT GUARDNSHP SERV DIVISION: 20 - PROBATE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 20285900 - PROBATE COURT ADMIN					
PERSONAL SERVICES	239,125.88	283,800.00	283,800.00	264,777.46	359,246.00
FRINGE BENEFITS	107,878.10	136,202.00	136,202.00	120,982.45	175,573.00
CONTRACTUAL SERVICES	9,182.09	13,500.00	13,916.16	7,991.98	13,000.00
CAPITAL OUTLAY	7,001.13	-	-	0.00	-
Org: 20285900 - PROBATE COURT ADMIN TOTAL:	363,187.20	433,502.00	433,918.16	393,751.89	547,819.00
DIVISION 20 PROBATE COURT TOTAL:	363,187.20	433,502.00	433,918.16	393,751.89	547,819.00
FUND 2859 CNTY PROBT CRT GUARDNSHP SERV TOTAL	363,187.20	433,502.00	433,918.16	393,751.89	547,819.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2861 - CYBER SECURITY MEASURES IMPLEM DIVISION: 51 - BOARD OF ELECTIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 51286100 - BOARD OF ELECTIONS ADMIN					
CONTRACTUAL SERVICES	-	-	12,168.28	12,168.28	-
Org: 51286100 - BOARD OF ELECTIONS ADMIN TOTAL:	-	-	12,168.28	12,168.28	-
Org: 51286122 - ELECTION CYBER SECURITY					
CAPITAL OUTLAY	2,634.36	-	-	0.00	-
Org: 51286122 - ELECTION CYBER SECURITY TOTAL:	2,634.36	-	-	0.00	-
DIVISION 51 BOARD OF ELECTIONS TOTAL:	2,634.36	-	12,168.28	12,168.28	-
FUND 2861 CYBER SECURITY MEASURES IMPLEM TOTAL	2,634.36	-	12,168.28	12,168.28	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2872 - YOUTHFUL DRIVER SAFETY GRNT FN DIVISION: 17 - JUVENILE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 17287200 - JUVENILE COURT ADMINISTRATION CONTRACTUAL SERVICES	650.00	-	-	0.00	-
Org: 17287200 - JUVENILE COURT ADMINISTRATION TOTAL:	650.00	-	-	0.00	-
DIVISION 17 JUVENILE COURT TOTAL:	650.00	-	-	0.00	-
FUND 2872 YOUTHFUL DRIVER SAFETY GRNT FN TOTAL	650.00	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2876 - FISCAL RECOVERY (ARP) DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12287600 - COMMISSIONER ADMIN					
PERSONAL SERVICES	373,877.51	466,495.29	489,721.40	337,993.61	143,136.37
FRINGE BENEFITS	127,241.87	175,515.53	168,337.49	124,758.67	41,171.90
CONTRACTUAL SERVICES	2,154,519.14	258,145.16	4,739,752.69	2,443,318.12	-
CAPITAL OUTLAY	4,444,499.40	3,373,981.56	7,614,644.46	6,195,476.11	-
OTHER EXPENSES	80,000.00	-	38,357.90	38,357.90	-
Org: 12287600 - COMMISSIONER ADMIN TOTAL:	7,180,137.92	4,274,137.54	13,050,813.94	9,139,904.41	184,308.27
DIVISION 12 COMMISSIONER TOTAL:	7,180,137.92	4,274,137.54	13,050,813.94	9,139,904.41	184,308.27
FUND 2876 FISCAL RECOVERY (ARP) TOTAL	7,180,137.92	4,274,137.54	13,050,813.94	9,139,904.41	184,308.27

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2882 - ANNIE E CASEY FOUNDATION DIVISION: 17 - JUVENILE COURT	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 17288200 - JUVENILE COURT ADMINISTRATION					
CONTRACTUAL SERVICES	4,799.20	-	-	0.00	-
MATERIALS AND SUPPLIES	1,996.52	-	2,004.68	2,004.68	-
Org: 17288200 - JUVENILE COURT ADMINISTRATION TOTAL:	6,795.72	-	2,004.68	2,004.68	-
DIVISION 17 JUVENILE COURT TOTAL:	6,795.72	-	2,004.68	2,004.68	-
FUND 2882 ANNIE E CASEY FOUNDATION TOTAL	6,795.72	-	2,004.68	2,004.68	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2883 - 2883 LAW ENFRCEMNT CYBER DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23288300 - SHERIFF - GENERAL ADMIN MATERIALS AND SUPPLIES	37,989.89	-	-	0.00	-
Org: 23288300 - SHERIFF - GENERAL ADMIN TOTAL:	37,989.89	-	-	0.00	-
DIVISION 23 SHERIFF TOTAL:	37,989.89	-	-	0.00	-
FUND 2883 2883 LAW ENFRCEMNT CYBER TOTAL	37,989.89	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2884 - SECRTY OF ST2022PRIMARY ELECTN DIVISION: 51 - BOARD OF ELECTIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 51288400 - BOARD OF ELECTIONS ADMIN PERSONAL SERVICES	-385.04	-	-	0.00	-
Org: 51288400 - BOARD OF ELECTIONS ADMIN TOTAL:	-385.04	-	-	0.00	-
DIVISION 51 BOARD OF ELECTIONS TOTAL:	-385.04	-	-	0.00	-
FUND 2884 SECRTY OF ST2022PRIMARY ELECTN TOTAL	-385.04	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2890 - EMA HAZ MATERIAL EMERG PREPRDN DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12289022 - HAZARDS MATRL EMERG PREPAREDNS					
PERSONAL SERVICES	561.00	-	-	0.00	-
FRINGE BENEFITS	86.67	-	-	0.00	-
CONTRACTUAL SERVICES	17,280.00	-	-	0.00	-
Org: 12289022 - HAZARDS MATRL EMERG PREPAREDNS TOTAL:	17,927.67	-	-	0.00	-
Org: 12289023 - EMA					
PERSONAL SERVICES	-	2,000.00	2,078.82	2,078.81	-
FRINGE BENEFITS	-	400.00	321.18	321.18	-
CONTRACTUAL SERVICES	-	11,200.00	15,840.00	14,280.00	-
Org: 12289023 - EMA TOTAL:	-	13,600.00	18,240.00	16,679.99	-
Org: 12289024 - EMA					
PERSONAL SERVICES	-	-	-	0.00	2,000.00
FRINGE BENEFITS	-	-	-	0.00	400.00
CONTRACTUAL SERVICES	-	-	-	0.00	15,500.00
MATERIALS AND SUPPLIES	-	-	-	0.00	2,500.00
Org: 12289024 - EMA TOTAL:	-	-	-	0.00	20,400.00
DIVISION 12 COMMISSIONER TOTAL:	17,927.67	13,600.00	18,240.00	16,679.99	20,400.00
FUND 2890 EMA HAZ MATERIAL EMERG PREPRDN TOTAL	17,927.67	13,600.00	18,240.00	16,679.99	20,400.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2891 - SECRTY ST PRECNCT ELEC OFF TRN DIVISION: 51 - BOARD OF ELECTIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 51289100 - BOARD OF ELECTIONS ADMIN					
CONTRACTUAL SERVICES	-	-	1,230.00	1,230.00	-
CAPITAL OUTLAY	-	-	12,637.00	0.00	-
Org: 51289100 - BOARD OF ELECTIONS ADMIN TOTAL:	-	-	13,867.00	1,230.00	-
DIVISION 51 BOARD OF ELECTIONS TOTAL:	-	-	13,867.00	1,230.00	-
FUND 2891 SECRTY ST PRECNCT ELEC OFF TRN TOTAL	-	-	13,867.00	1,230.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2892 - ARPA COURT BACKLOG REDUCTION DIVISION: 15 - DOMESTIC RELATIONS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 15289210 - DOMESTIC RELATIONS ADMIN CONTRACTUAL SERVICES	12,210.00	-	35,005.00	32,430.00	-
Org: 15289210 - DOMESTIC RELATIONS ADMIN TOTAL:	12,210.00	-	35,005.00	32,430.00	-
DIVISION 15 DOMESTIC RELATIONS TOTAL:	12,210.00	-	35,005.00	32,430.00	-
FUND 2892 ARPA COURT BACKLOG REDUCTION TOTAL	12,210.00	-	35,005.00	32,430.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2894 - BROWNFLD REMEDIATION PROG GRNT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12289400 - COMMISSIONER ADMIN CONTRACTUAL SERVICES	412,215.50	-	-	0.00	-
Org: 12289400 - COMMISSIONER ADMIN TOTAL:	412,215.50	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	412,215.50	-	-	0.00	-
FUND 2894 BROWNFLD REMEDIATION PROG GRNT TOTAL	412,215.50	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2898 - EMA PUBLIC UTIL COMM OHIO DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12289800 - EMA CONTRACTUAL SERVICES	-	-	12,550.00	12,550.00	-
Org: 12289800 - EMA TOTAL:	-	-	12,550.00	12,550.00	-
DIVISION 12 COMMISSIONER TOTAL:	-	-	12,550.00	12,550.00	-
FUND 2898 EMA PUBLIC UTIL COMM OHIO TOTAL	-	-	12,550.00	12,550.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2899 - COM PL GEN BACKLOG PROJ DIVISION: 13 - COMMON PLEAS	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 13289900 - COMMON PLEAS					
PERSONAL SERVICES	29,949.61	58,403.18	58,403.18	0.00	-
FRINGE BENEFITS	11,060.98	23,618.00	23,618.00	27.14	-
Org: 13289900 - COMMON PLEAS TOTAL:	41,010.59	82,021.18	82,021.18	27.14	-
DIVISION 13 COMMON PLEAS TOTAL:	41,010.59	82,021.18	82,021.18	27.14	-
FUND 2899 COM PL GEN BACKLOG PROJ TOTAL	41,010.59	82,021.18	82,021.18	27.14	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2900 - FY24 OH DEPT OF MADICAID DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12290000 - COMMISSIONER ADMIN CONTRACTUAL SERVICES	4,500,000.00	-	-	0.00	-
Org: 12290000 - COMMISSIONER ADMIN TOTAL:	4,500,000.00	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	4,500,000.00	-	-	0.00	-
FUND 2900 FY24 OH DEPT OF MADICAID TOTAL	4,500,000.00	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2901 - HEALTHY AGING GRANT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12290100 - COMMISSIONER ADMIN CONTRACTUAL SERVICES	-	359,410.00	364,680.00	364,680.00	-
Org: 12290100 - COMMISSIONER ADMIN TOTAL:	-	359,410.00	364,680.00	364,680.00	-
DIVISION 12 COMMISSIONER TOTAL:	-	359,410.00	364,680.00	364,680.00	-
FUND 2901 HEALTHY AGING GRANT TOTAL	-	359,410.00	364,680.00	364,680.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2902 - REDEVELOPMNT TAX EQUIVALENT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12290200 - COMMISSIONER ADMIN TRANSFER	527,713.24	-	-	0.00	-
Org: 12290200 - COMMISSIONER ADMIN TOTAL:	527,713.24	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	527,713.24	-	-	0.00	-
FUND 2902 REDEVELOPMNT TAX EQUIVALENT TOTAL	527,713.24	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2908 - PUBLIC TRANSIT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12290800 - PUBLIC TRANSIT					
PERSONAL SERVICES	-	-	678,000.00	47,307.20	678,000.00
FRINGE BENEFITS	-	-	237,500.00	16,741.43	237,500.00
CONTRACTUAL SERVICES	-	-	1,194,506.00	446,259.85	2,154,506.00
MATERIALS AND SUPPLIES	-	-	133,000.00	0.00	133,000.00
CAPITAL OUTLAY	-	-	100,000.00	94,947.00	-
Org: 12290800 - PUBLIC TRANSIT TOTAL:	-	-	2,343,006.00	605,255.48	3,203,006.00
Org: 12290801 - PUBLIC TRANSIT					
PERSONAL SERVICES	-	-	-	20,685.84	-
FRINGE BENEFITS	-	-	-	11,653.67	-
Org: 12290801 - PUBLIC TRANSIT TOTAL:	-	-	-	32,339.51	-
Org: 12290811 - TRANSIT OPERATORS					
PERSONAL SERVICES	-	-	-	291,165.47	-
FRINGE BENEFITS	-	-	-	83,397.09	-
Org: 12290811 - TRANSIT OPERATORS TOTAL:	-	-	-	374,562.56	-
Org: 12290812 - TRANSIT CAP MAINT					
PERSONAL SERVICES	-	-	37,280.00	20,865.67	37,280.00
FRINGE BENEFITS	-	-	19,000.00	10,837.38	19,500.00
CONTRACTUAL SERVICES	-	-	12,500.00	2,427.93	12,500.00
Org: 12290812 - TRANSIT CAP MAINT TOTAL:	-	-	68,780.00	34,130.98	69,280.00
Org: 12290813 - TRANSIT MGMT					
PERSONAL SERVICES	-	-	-	64,265.92	-
FRINGE BENEFITS	-	-	-	26,817.06	-
Org: 12290813 - TRANSIT MGMT TOTAL:	-	-	-	91,082.98	-
Org: 12290814 - TRANSIT OFFICE					
PERSONAL SERVICES	-	-	-	62,552.65	-
FRINGE BENEFITS	-	-	-	31,732.42	-
Org: 12290814 - TRANSIT OFFICE TOTAL:	-	-	-	94,285.07	-
Org: 12290820 - PUBLIC TRANSIT					
CONTRACTUAL SERVICES	-	-	-	212,227.77	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2908 - PUBLIC TRANSIT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12290820 - PUBLIC TRANSIT TOTAL:	-	-	-	212,227.77	-
Org: 12290822 - PUBLIC TRANSIT CONTRACTUAL SERVICES	-	-	-	1,018.51	-
Org: 12290822 - PUBLIC TRANSIT TOTAL:	-	-	-	1,018.51	-
Org: 12290831 - PUBLIC TRANSIT MATERIALS AND SUPPLIES	-	-	-	93,377.97	-
Org: 12290831 - PUBLIC TRANSIT TOTAL:	-	-	-	93,377.97	-
Org: 12290839 - PUBLIC TRANSIT MATERIALS AND SUPPLIES	-	-	28,250.00	17,305.97	28,250.00
Org: 12290839 - PUBLIC TRANSIT TOTAL:	-	-	28,250.00	17,305.97	28,250.00
Org: 12290840 - PUBLIC TRANSIT CONTRACTUAL SERVICES	-	-	-	9,354.67	-
Org: 12290840 - PUBLIC TRANSIT TOTAL:	-	-	-	9,354.67	-
Org: 12290890 - PUBLIC TRANSIT CONTRACTUAL SERVICES	-	-	-	4,043.00	-
Org: 12290890 - PUBLIC TRANSIT MATERIALS AND SUPPLIES	-	-	-	3,699.46	-
Org: 12290890 - PUBLIC TRANSIT TOTAL:	-	-	-	7,742.46	-
Org: 12290891 - PUBLIC TRANSIT CONTRACTUAL SERVICES	-	-	-	574.32	-
Org: 12290891 - PUBLIC TRANSIT TOTAL:	-	-	-	574.32	-
Org: 12290899 - PUBLIC TRANSIT CAPITAL OUTLAY	-	-	152,198.40	45,072.00	139,467.63
Org: 12290899 - PUBLIC TRANSIT TOTAL:	-	-	152,198.40	45,072.00	139,467.63
DIVISION 12 COMMISSIONER TOTAL:	-	-	2,592,234.40	1,618,330.25	3,440,003.63
FUND 2908 PUBLIC TRANSIT TOTAL	-	-	2,592,234.40	1,618,330.25	3,440,003.63

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 2909 - MARINE PATROL GRANT DIVISION: 23 - SHERIFF	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 23290900 - SHERIFF - GENERAL ADMIN					
CONTRACTUAL SERVICES	-	-	6,000.00	6,000.00	-
MATERIALS AND SUPPLIES	-	-	4,592.11	4,592.11	-
Org: 23290900 - SHERIFF - GENERAL ADMIN TOTAL:	-	-	10,592.11	10,592.11	-
DIVISION 23 SHERIFF TOTAL:	-	-	10,592.11	10,592.11	-
FUND 2909 MARINE PATROL GRANT TOTAL	-	-	10,592.11	10,592.11	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3011 - FEDERAL FUNDS - AIRPORT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12301122 - AIRPORT FEDERAL CAPITAL OUTLAY	1,472,664.74	326,061.20	106,587.55	106,587.55	-
Org: 12301122 - AIRPORT FEDERAL TOTAL:	1,472,664.74	326,061.20	106,587.55	106,587.55	-
Org: 12301123 - AIRPORT FEDERAL CAPITAL OUTLAY	131,359.52	43,640.48	43,640.48	32,934.60	-
Org: 12301123 - AIRPORT FEDERAL TOTAL:	131,359.52	43,640.48	43,640.48	32,934.60	-
Org: 12301124 - AIRPORT FEDERAL CAPITAL OUTLAY	-	-	75,200.00	61,118.83	14,081.17
Org: 12301124 - AIRPORT FEDERAL TOTAL:	-	-	75,200.00	61,118.83	14,081.17
Org: 12301160 - AIRPORT FEDERAL CAPITAL OUTLAY	18,440.00	-	65.02	65.02	-
Org: 12301160 - AIRPORT FEDERAL TOTAL:	18,440.00	-	65.02	65.02	-
Org: 12301161 - AIRPORT FEDERAL CAPITAL OUTLAY	10,185.00	-	-	0.00	-
Org: 12301161 - AIRPORT FEDERAL TOTAL:	10,185.00	-	-	0.00	-
Org: 12301162 - AIRPORT FEDERAL CAPITAL OUTLAY	-	-	302,507.00	0.00	302,507.00
Org: 12301162 - AIRPORT FEDERAL TOTAL:	-	-	302,507.00	0.00	302,507.00
DIVISION 12 COMMISSIONER TOTAL:	1,632,649.26	369,701.68	528,000.05	200,706.00	316,588.17
FUND 3011 FEDERAL FUNDS - AIRPORT TOTAL	1,632,649.26	369,701.68	528,000.05	200,706.00	316,588.17

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3034 - AIRPORT CAPITAL PROJECTS DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12303422 - FY16 ODOT/AIRPORT CAPITAL OUTLAY	9,727.50	19,431.25	19,431.25	0.00	-
Org: 12303422 - FY16 ODOT/AIRPORT TOTAL:	9,727.50	19,431.25	19,431.25	0.00	-
Org: 12303423 - FY16 ODOT/AIRPORT CAPITAL OUTLAY	71,242.91	3,757.09	3,757.09	3,757.09	-
Org: 12303423 - FY16 ODOT/AIRPORT TOTAL:	71,242.91	3,757.09	3,757.09	3,757.09	-
Org: 12303424 - FY16 ODOT/AIRPORT CAPITAL OUTLAY	-	-	468,544.97	420,391.66	48,153.31
Org: 12303424 - FY16 ODOT/AIRPORT TOTAL:	-	-	468,544.97	420,391.66	48,153.31
DIVISION 12 COMMISSIONER TOTAL:	80,970.41	23,188.34	491,733.31	424,148.75	48,153.31
FUND 3034 AIRPORT CAPITAL PROJECTS TOTAL	80,970.41	23,188.34	491,733.31	424,148.75	48,153.31

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3064 - FCBDD COMPLEX	2023	2024 Original	2024 Revised	2024	APPROVED 2025
DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	Actual	Budget	Budget	Actual	BUDGET
Org: 52306401 - ADMINISTRATION					
CONTRACTUAL SERVICES	-	10,000.00	10,000.00	0.00	10,000.00
MATERIALS AND SUPPLIES	-	1,000.00	1,000.00	0.00	1,000.00
Org: 52306401 - ADMINISTRATION TOTAL:	-	11,000.00	11,000.00	0.00	11,000.00
DIVISION 52 BD DEVELOPMENTAL DISABILITIES TOTAL:	-	11,000.00	11,000.00	0.00	11,000.00
FUND 3064 FCBDD COMPLEX TOTAL	-	11,000.00	11,000.00	0.00	11,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3434 - ISSUE II GRANT DIVISION: 16 - ENGINEER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 16343406 - GRANT CAPITAL OUTLAY	543,502.94	-	552,502.33	550,502.34	-
Org: 16343406 - GRANT TOTAL:	543,502.94	-	552,502.33	550,502.34	-
DIVISION 16 ENGINEER TOTAL:	543,502.94	-	552,502.33	550,502.34	-
FUND 3434 ISSUE II GRANT TOTAL	543,502.94	-	552,502.33	550,502.34	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3435 - PERMANENT IMPROVEMENT FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12343500 - COMMISSIONER ADMIN					
CAPITAL OUTLAY	1,356,912.97	3,000,000.00	7,366,583.00	2,588,769.22	5,000,000.00
Org: 12343500 - COMMISSIONER ADMIN TOTAL:	1,356,912.97	3,000,000.00	7,366,583.00	2,588,769.22	5,000,000.00
Org: 12343501 - COMMISSIONER ADMIN					
CAPITAL OUTLAY	77,571.50	512,000.00	622,428.50	127,784.50	-
Org: 12343501 - COMMISSIONER ADMIN TOTAL:	77,571.50	512,000.00	622,428.50	127,784.50	-
DIVISION 12 COMMISSIONER TOTAL:	1,434,484.47	3,512,000.00	7,989,011.50	2,716,553.72	5,000,000.00
FUND 3435 PERMANENT IMPROVEMENT FUND TOTAL	1,434,484.47	3,512,000.00	7,989,011.50	2,716,553.72	5,000,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3445 - ODOT PROJECTS DIVISION: 16 - ENGINEER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 16344506 - GRANT					
CONTRACTUAL SERVICES	246,551.32	-	2,374,032.43	2,374,002.43	-
CAPITAL OUTLAY	543,822.11	-	1,438,912.86	1,074,636.74	-
Org: 16344506 - GRANT TOTAL:	790,373.43	-	3,812,945.29	3,448,639.17	-
DIVISION 16 ENGINEER TOTAL:	790,373.43	-	3,812,945.29	3,448,639.17	-
FUND 3445 ODOT PROJECTS TOTAL	790,373.43	-	3,812,945.29	3,448,639.17	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3698 - FCBDD CAPITAL IMPROVEMENTS DIVISION: 52 - BD DEVELOPMENTAL DISABILITIES	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 52369820 - BLDG & GROUNDS SSA					
CONTRACTUAL SERVICES	-	-	-	0.00	30,000.00
Org: 52369820 - BLDG & GROUNDS SSA TOTAL:	-	-	-	0.00	30,000.00
Org: 52369840 - BLDG GRNDS - ADMINISTRATION BL					
CAPITAL OUTLAY	1,525,103.24	75,000.00	216,838.95	168,187.76	75,000.00
Org: 52369840 - BLDG GRNDS - ADMINISTRATION BL TOTAL:	1,525,103.24	75,000.00	216,838.95	168,187.76	75,000.00
Org: 52369860 - BLDG GRNDS - COMPLEX - MR					
CAPITAL OUTLAY	93,695.50	567,000.00	588,259.76	31,732.48	515,000.00
Org: 52369860 - BLDG GRNDS - COMPLEX - MR TOTAL:	93,695.50	567,000.00	588,259.76	31,732.48	515,000.00
Org: 52369880 - BLDG & GROUNDS - PICKERINGTON					
CAPITAL OUTLAY	-	17,000.00	17,000.00	5,942.00	-
Org: 52369880 - BLDG & GROUNDS - PICKERINGTON TOTAL:	-	17,000.00	17,000.00	5,942.00	-
DIVISION 52 BD DEVELOPMENTAL DISABILITIES TOTAL:	1,618,798.74	659,000.00	822,098.71	205,862.24	620,000.00
FUND 3698 FCBDD CAPITAL IMPROVEMENTS TOTAL	1,618,798.74	659,000.00	822,098.71	205,862.24	620,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3879 - NEW ENERGY PROJECT FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12387900 - COMMISSIONER ADMIN					
CAPITAL OUTLAY	119,016.65	-	-	0.00	-
TRANSFER	38,394.85	-	-	0.00	-
Org: 12387900 - COMMISSIONER ADMIN TOTAL:	157,411.50	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	157,411.50	-	-	0.00	-
FUND 3879 NEW ENERGY PROJECT FUND TOTAL	157,411.50	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3896 - HANGAR 2023 CAPITAL PROJ FND DIVISION: 80 - FAIRFIELD COUNTY AIRPORT AUTHO	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12389600 - UNDEFINED CAPITAL OUTLAY	50,346.40	4,809,648.00	5,987,630.60	340,662.23	-
Org: 12389600 - UNDEFINED TOTAL:	50,346.40	4,809,648.00	5,987,630.60	340,662.23	-
DIVISION 80 FAIRFIELD COUNTY AIRPORT AUTHO TOTAL:	50,346.40	4,809,648.00	5,987,630.60	340,662.23	-
FUND 3896 HANGAR 2023 CAPITAL PROJ FND TOTAL	50,346.40	4,809,648.00	5,987,630.60	340,662.23	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3897 - WORKFORCE STATE CAPITAL PROJ DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12389700 - CAPITAL IMPROVEMENTS					
CAPITAL OUTLAY	100,000.00	2,680,000.00	2,680,000.00	791,667.40	2,550,207.00
Org: 12389700 - CAPITAL IMPROVEMENTS TOTAL:	100,000.00	2,680,000.00	2,680,000.00	791,667.40	2,550,207.00
Org: 12389723 - CAPITAL IMPROVEMENTS					
CAPITAL OUTLAY	269,917.00	1,450,083.00	1,450,083.00	1,290,094.00	-
Org: 12389723 - CAPITAL IMPROVEMENTS TOTAL:	269,917.00	1,450,083.00	1,450,083.00	1,290,094.00	-
DIVISION 12 COMMISSIONER TOTAL:	369,917.00	4,130,083.00	4,130,083.00	2,081,761.40	2,550,207.00
FUND 3897 WORKFORCE STATE CAPITAL PROJ TOTAL	369,917.00	4,130,083.00	4,130,083.00	2,081,761.40	2,550,207.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3903 - BASIL WESTERN 629 DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12390300 - COMMISSIONER ADMIN CONTRACTUAL SERVICES	-	-	197,568.00	157,049.32	101,401.00
Org: 12390300 - COMMISSIONER ADMIN TOTAL:	-	-	197,568.00	157,049.32	101,401.00
DIVISION 12 COMMISSIONER TOTAL:	-	-	197,568.00	157,049.32	101,401.00
FUND 3903 BASIL WESTERN 629 TOTAL	-	-	197,568.00	157,049.32	101,401.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3904 - STATE ENERGY, EFFICIENCY, OHIO DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12390400 - COMMISSIONER ADMIN CAPITAL OUTLAY	-	-	250,000.00	226,272.00	-
Org: 12390400 - COMMISSIONER ADMIN TOTAL:	-	-	250,000.00	226,272.00	-
DIVISION 12 COMMISSIONER TOTAL:	-	-	250,000.00	226,272.00	-
FUND 3904 STATE ENERGY, EFFICIENCY, OHIO TOTAL	-	-	250,000.00	226,272.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 3910 - BUILDING ON SHERIDAN DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12391000 - COMMISSIONER ADMIN CAPITAL OUTLAY	-	-	6,000,000.00	3,810,109.11	1,960,026.42
Org: 12391000 - COMMISSIONER ADMIN TOTAL:	-	-	6,000,000.00	3,810,109.11	1,960,026.42
DIVISION 12 COMMISSIONER TOTAL:	-	-	6,000,000.00	3,810,109.11	1,960,026.42
FUND 3910 BUILDING ON SHERIDAN TOTAL	-	-	6,000,000.00	3,810,109.11	1,960,026.42

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4485 - BR - 03 LIBERTY CTR-COMM DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12448500 - DEBT SERVICE TRANSFER	321.25	-	-	0.00	-
Org: 12448500 - DEBT SERVICE TOTAL:	321.25	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	321.25	-	-	0.00	-
FUND 4485 BR - 03 LIBERTY CTR-COMM TOTAL	321.25	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4523 - BR - 03 LIBERTY CTR-ENG DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12452300 - BR 03 - LIBERTY TRANSFER	89.28	-	-	0.00	-
Org: 12452300 - BR 03 - LIBERTY TOTAL:	89.28	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	89.28	-	-	0.00	-
FUND 4523 BR - 03 LIBERTY CTR-ENG TOTAL	89.28	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4529 - BR - 03 JUVENILE DET CTR DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12452900 - DEBT SERVICE TRANSFER	106.49	-	-	0.00	-
Org: 12452900 - DEBT SERVICE TOTAL:	106.49	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	106.49	-	-	0.00	-
FUND 4529 BR - 03 JUVENILE DET CTR TOTAL	106.49	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4550 - BR - MRDD FAC ULTRAC BLDG DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12455000 - BR - MRDD ULTRACK BLDG DEBT EXPENSE	158,251.00	163,701.00	163,701.00	163,701.00	-
Org: 12455000 - BR - MRDD ULTRACK BLDG TOTAL:	158,251.00	163,701.00	163,701.00	163,701.00	-
DIVISION 12 COMMISSIONER TOTAL:	158,251.00	163,701.00	163,701.00	163,701.00	-
FUND 4550 BR - MRDD FAC ULTRAC BLDG TOTAL	158,251.00	163,701.00	163,701.00	163,701.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4592 - SA BR - LIBERTY TWP SEWER ASSE DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12459233 - BOND RET - SA SSSI DEBT EXPENSE	107,131.50	104,082.00	104,082.00	104,081.50	-
Org: 12459233 - BOND RET - SA SSSI TOTAL:	107,131.50	104,082.00	104,082.00	104,081.50	-
DIVISION 12 COMMISSIONER TOTAL:	107,131.50	104,082.00	104,082.00	104,081.50	-
FUND 4592 SA BR - LIBERTY TWP SEWER ASSE TOTAL	107,131.50	104,082.00	104,082.00	104,081.50	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4714 - AIRPORT DEBT SERV CONSOLIDATIO DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12471442 - 05 T HANGAR DEBT EXPENSE	43,402.66	43,430.26	43,430.26	43,430.26	43,444.61
Org: 12471442 - 05 T HANGAR TOTAL:	43,402.66	43,430.26	43,430.26	43,430.26	43,444.61
Org: 12471443 - 08 HANGAR DEBT EXPENSE	19,499.74	19,512.14	19,512.14	19,512.14	19,518.59
Org: 12471443 - 08 HANGAR TOTAL:	19,499.74	19,512.14	19,512.14	19,512.14	19,518.59
DIVISION 12 COMMISSIONER TOTAL:	62,902.40	62,942.40	62,942.40	62,942.40	62,963.20
FUND 4714 AIRPORT DEBT SERV CONSOLIDATIO TOTAL	62,902.40	62,942.40	62,942.40	62,942.40	62,963.20

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4794 - BR - FBDD Facility Bldg DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12479400 - DEBT SERVICE					
DEBT EXPENSE	112,947.15	-	-	0.00	-
TRANSFER	4,123.91	-	-	0.00	-
Org: 12479400 - DEBT SERVICE TOTAL:	117,071.06	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	117,071.06	-	-	0.00	-
FUND 4794 BR - FBDD Facility Bldg TOTAL	117,071.06	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4809 - 4809-ENERGY CONS DBT SERV DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12480900 - COMMISSIONER ADMIN					
DEBT EXPENSE	227,495.00	231,375.00	231,375.00	231,375.00	230,086.00
Org: 12480900 - COMMISSIONER ADMIN TOTAL:	227,495.00	231,375.00	231,375.00	231,375.00	230,086.00
DIVISION 12 COMMISSIONER TOTAL:	227,495.00	231,375.00	231,375.00	231,375.00	230,086.00
FUND 4809 4809-ENERGY CONS DBT SERV TOTAL	227,495.00	231,375.00	231,375.00	231,375.00	230,086.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4819 - PUB SAF FACIL JAIL PRJ DEBT SR DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12481900 - DEBT SERVICE					
DEBT EXPENSE	1,578,418.76	1,579,618.76	1,579,618.76	1,579,618.76	1,579,618.76
Org: 12481900 - DEBT SERVICE TOTAL:	1,578,418.76	1,579,618.76	1,579,618.76	1,579,618.76	1,579,618.76
DIVISION 12 COMMISSIONER TOTAL:	1,578,418.76	1,579,618.76	1,579,618.76	1,579,618.76	1,579,618.76
FUND 4819 PUB SAF FACIL JAIL PRJ DEBT SR TOTAL	1,578,418.76	1,579,618.76	1,579,618.76	1,579,618.76	1,579,618.76

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4832 - LGIF LOAN DEBT SERVICE DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12483200 - DEBT SERVICE					
DEBT EXPENSE	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
Org: 12483200 - DEBT SERVICE TOTAL:	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
DIVISION 12 COMMISSIONER TOTAL:	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
FUND 4832 LGIF LOAN DEBT SERVICE TOTAL	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4851 - CNTY BLDG/FACL IMPRV DEBT SERV DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12485100 - DEBT SERVICE					
DEBT EXPENSE	80,937.50	74,637.50	74,637.50	74,637.50	78,050.00
Org: 12485100 - DEBT SERVICE TOTAL:	80,937.50	74,637.50	74,637.50	74,637.50	78,050.00
DIVISION 12 COMMISSIONER TOTAL:	80,937.50	74,637.50	74,637.50	74,637.50	78,050.00
FUND 4851 CNTY BLDG/FACL IMPRV DEBT SERV TOTAL	80,937.50	74,637.50	74,637.50	74,637.50	78,050.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4878 - NEW ENERGY PROJ DEBT SERV FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12487800 - COMMISSIONER ADMIN DEBT EXPENSE	567,612.50	468,712.50	468,712.50	468,712.50	446,612.50
Org: 12487800 - COMMISSIONER ADMIN TOTAL:	567,612.50	468,712.50	468,712.50	468,712.50	446,612.50
DIVISION 12 COMMISSIONER TOTAL:	567,612.50	468,712.50	468,712.50	468,712.50	446,612.50
FUND 4878 NEW ENERGY PROJ DEBT SERV FUND TOTAL	567,612.50	468,712.50	468,712.50	468,712.50	446,612.50

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 4895 - HANGAR 2023 DEBT SERVICE FND DIVISION: 80 - FAIRFIELD COUNTY AIRPORT AUTHO	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12489500 - HANGAR 2023 DEBT SERVICE DEBT EXPENSE	41,752.00	297,279.81	297,279.81	297,279.81	296,744.00
Org: 12489500 - HANGAR 2023 DEBT SERVICE TOTAL:	41,752.00	297,279.81	297,279.81	297,279.81	296,744.00
DIVISION 80 FAIRFIELD COUNTY AIRPORT AUTHO TOTAL:	41,752.00	297,279.81	297,279.81	297,279.81	296,744.00
FUND 4895 HANGAR 2023 DEBT SERVICE FND TOTAL	41,752.00	297,279.81	297,279.81	297,279.81	296,744.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5044 - FAIRFIELD CO SEWER DISTRICT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12504424 - SEWER ADMIN GENERATORS					
CONTRACTUAL SERVICES	-	-	160,000.00	0.00	-
Org: 12504424 - SEWER ADMIN GENERATORS TOTAL:	-	-	160,000.00	0.00	-
Org: 12504429 - SEWER - ADMIN					
PERSONAL SERVICES	652,383.25	1,004,238.00	1,005,238.00	640,719.53	989,375.00
FRINGE BENEFITS	238,162.50	397,722.00	397,722.00	228,496.37	477,431.00
CONTRACTUAL SERVICES	1,403,711.53	2,607,090.00	2,900,527.57	1,569,893.39	2,460,793.00
MATERIALS AND SUPPLIES	234,674.09	309,658.00	343,950.97	190,235.99	304,545.00
CAPITAL OUTLAY	132,617.30	1,088,691.00	1,139,322.85	281,291.76	110,200.00
OTHER EXPENSES	2,898.14	-	10,000.00	764.89	10,000.00
TRANSFER	1,127,912.41	1,129,145.00	1,129,145.00	1,026,500.00	770,000.00
Org: 12504429 - SEWER - ADMIN TOTAL:	3,792,359.22	6,536,544.00	6,925,906.39	3,937,901.93	5,122,344.00
DIVISION 12 COMMISSIONER TOTAL:	3,792,359.22	6,536,544.00	7,085,906.39	3,937,901.93	5,122,344.00
FUND 5044 FAIRFIELD CO SEWER DISTRICT TOTAL	3,792,359.22	6,536,544.00	7,085,906.39	3,937,901.93	5,122,344.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5046 - FAIRFIELD CO WATER DISTRICT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12504623 - ADMINISTRATION					
PERSONAL SERVICES	629,315.48	784,262.00	790,262.00	663,331.72	916,125.00
FRINGE BENEFITS	225,962.55	304,726.00	304,726.00	231,299.91	305,200.00
CONTRACTUAL SERVICES	890,927.03	1,797,623.00	2,364,141.92	1,276,973.65	1,760,500.00
MATERIALS AND SUPPLIES	760,219.19	825,030.00	867,129.85	782,539.98	802,944.00
CAPITAL OUTLAY	524,525.80	746,469.00	852,450.85	362,101.57	255,400.00
OTHER EXPENSES	4,554.12	-	20,000.00	16,050.38	10,000.00
TRANSFER	1,142,000.00	739,519.00	739,519.00	696,500.00	470,000.00
Org: 12504623 - ADMINISTRATION TOTAL:	4,177,504.17	5,197,629.00	5,938,229.62	4,028,797.21	4,520,169.00
Org: 12504626 - WELLFIELD DEVLPMNT WTR ADIMN					
CONTRACTUAL SERVICES	-	-	267,600.00	19,653.25	-
Org: 12504626 - WELLFIELD DEVLPMNT WTR ADIMN TOTAL:	-	-	267,600.00	19,653.25	-
DIVISION 12 COMMISSIONER TOTAL:	4,177,504.17	5,197,629.00	6,205,829.62	4,048,450.46	4,520,169.00
FUND 5046 FAIRFIELD CO WATER DISTRICT TOTAL	4,177,504.17	5,197,629.00	6,205,829.62	4,048,450.46	4,520,169.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5085 - TRUST - SEWER DEPOSITS DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12508500 - SEWER - ADMIN					
OTHER EXPENSES	149,500.00	127,500.00	127,500.00	67,500.00	152,500.00
Org: 12508500 - SEWER - ADMIN TOTAL:	149,500.00	127,500.00	127,500.00	67,500.00	152,500.00
DIVISION 12 COMMISSIONER TOTAL:	149,500.00	127,500.00	127,500.00	67,500.00	152,500.00
FUND 5085 TRUST - SEWER DEPOSITS TOTAL	149,500.00	127,500.00	127,500.00	67,500.00	152,500.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5376 - SELF-FUNDED HEALTH INSURANCE DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12537600 - COUNTY INSURANCE					
PERSONAL SERVICES	68,397.63	82,000.00	88,500.00	76,722.29	93,000.00
FRINGE BENEFITS	21,834.96	30,550.00	33,900.00	27,306.60	33,550.00
CONTRACTUAL SERVICES	763,822.12	662,000.00	885,747.00	386,954.50	847,000.00
MATERIALS AND SUPPLIES	9,996.10	13,000.00	13,000.00	664.54	13,000.00
CAPITAL OUTLAY	-	5,000.00	5,000.00	0.00	5,000.00
OTHER EXPENSES	19,912,425.97	17,525,000.00	18,982,377.66	16,420,999.58	19,025,000.00
Org: 12537600 - COUNTY INSURANCE TOTAL:	20,776,476.78	18,317,550.00	20,008,524.66	16,912,647.51	20,016,550.00
Org: 12537601 - COUNTY INSURANCE					
OTHER EXPENSES	136,023.00	500,000.00	500,000.00	185,251.84	500,000.00
Org: 12537601 - COUNTY INSURANCE TOTAL:	136,023.00	500,000.00	500,000.00	185,251.84	500,000.00
DIVISION 12 COMMISSIONER TOTAL:	20,912,499.78	18,817,550.00	20,508,524.66	17,097,899.35	20,516,550.00
FUND 5376 SELF-FUNDED HEALTH INSURANCE TOTAL	20,912,499.78	18,817,550.00	20,508,524.66	17,097,899.35	20,516,550.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5405 - SEWER INSPECTION FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12540529 - SEWER - ADMIN CONTRACTUAL SERVICES	-	-	31,828.50	31,828.50	-
Org: 12540529 - SEWER - ADMIN TOTAL:	-	-	31,828.50	31,828.50	-
DIVISION 12 COMMISSIONER TOTAL:	-	-	31,828.50	31,828.50	-
FUND 5405 SEWER INSPECTION FUND TOTAL	-	-	31,828.50	31,828.50	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5461 - LIBERTY TWP SEWER PROJECT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12546134 - NORTHEAST VIOLET SEWER SYST DEBT EXPENSE	4,278.62	-	-	0.00	-
Org: 12546134 - NORTHEAST VIOLET SEWER SYST TOTAL:	4,278.62	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	4,278.62	-	-	0.00	-
FUND 5461 LIBERTY TWP SEWER PROJECT TOTAL	4,278.62	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5469 - BR - SEWER VP UTILITY 99 DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12546933 - BOND RET - SA SSSI DEBT EXPENSE	267,225.00	271,360.00	271,360.00	271,360.00	-
Org: 12546933 - BOND RET - SA SSSI TOTAL:	267,225.00	271,360.00	271,360.00	271,360.00	-
DIVISION 12 COMMISSIONER TOTAL:	267,225.00	271,360.00	271,360.00	271,360.00	-
FUND 5469 BR - SEWER VP UTILITY 99 TOTAL	267,225.00	271,360.00	271,360.00	271,360.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5470 - BR - WATER VP UTILITY 99 DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12547026 - DEBT SERVICE					
DEBT EXPENSE	272,340.00	271,360.00	271,360.00	271,360.00	-
Org: 12547026 - DEBT SERVICE TOTAL:	272,340.00	271,360.00	271,360.00	271,360.00	-
DIVISION 12 COMMISSIONER TOTAL:	272,340.00	271,360.00	271,360.00	271,360.00	-
FUND 5470 BR - WATER VP UTILITY 99 TOTAL	272,340.00	271,360.00	271,360.00	271,360.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5533 - BR - 05 LIBERTY TWP SEWER PROJ DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12553333 - BOND RET - SA SSSI DEBT EXPENSE	83,605.00	85,795.00	85,795.00	85,795.00	83,913.00
Org: 12553333 - BOND RET - SA SSSI TOTAL:	83,605.00	85,795.00	85,795.00	85,795.00	83,913.00
DIVISION 12 COMMISSIONER TOTAL:	83,605.00	85,795.00	85,795.00	85,795.00	83,913.00
FUND 5533 BR - 05 LIBERTY TWP SEWER PROJ TOTAL	83,605.00	85,795.00	85,795.00	85,795.00	83,913.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5534 - BR - 05 TUSSING RD WTF DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12553426 - DEBT SERVICE					
DEBT EXPENSE	222,869.00	222,709.00	222,709.00	222,709.00	222,420.00
Org: 12553426 - DEBT SERVICE TOTAL:	222,869.00	222,709.00	222,709.00	222,709.00	222,420.00
DIVISION 12 COMMISSIONER TOTAL:	222,869.00	222,709.00	222,709.00	222,709.00	222,420.00
FUND 5534 BR - 05 TUSSING RD WTF TOTAL	222,869.00	222,709.00	222,709.00	222,709.00	222,420.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5554 - BR - 05 TUSSING RD WRF DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12555433 - DEBT SERVICE					
DEBT EXPENSE	404,544.00	404,624.00	404,624.00	404,624.00	410,466.00
Org: 12555433 - DEBT SERVICE TOTAL:	404,544.00	404,624.00	404,624.00	404,624.00	410,466.00
DIVISION 12 COMMISSIONER TOTAL:	404,544.00	404,624.00	404,624.00	404,624.00	410,466.00
FUND 5554 BR - 05 TUSSING RD WRF TOTAL	404,544.00	404,624.00	404,624.00	404,624.00	410,466.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5776 - UTILITIES ADMIN COMPLEX BOND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12577626 - DEBT SERVICE					
DEBT EXPENSE	154,512.50	152,413.00	152,413.00	152,412.50	155,312.50
Org: 12577626 - DEBT SERVICE TOTAL:	154,512.50	152,413.00	152,413.00	152,412.50	155,312.50
DIVISION 12 COMMISSIONER TOTAL:	154,512.50	152,413.00	152,413.00	152,412.50	155,312.50
FUND 5776 UTILITIES ADMIN COMPLEX BOND TOTAL	154,512.50	152,413.00	152,413.00	152,412.50	155,312.50

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5817 - MINGO EST/LKSD WTR RECLM DEBT DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12581700 - DEBT SERVICE					
DEBT EXPENSE	117,856.25	114,857.00	114,857.00	114,856.25	116,856.26
Org: 12581700 - DEBT SERVICE TOTAL:	117,856.25	114,857.00	114,857.00	114,856.25	116,856.26
DIVISION 12 COMMISSIONER TOTAL:	117,856.25	114,857.00	114,857.00	114,856.25	116,856.26
FUND 5817 MINGO EST/LKSD WTR RECLM DEBT TOTAL	117,856.25	114,857.00	114,857.00	114,856.25	116,856.26

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5818 - ST RT 204&256WTR PRJ DEBT SRV DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12581800 - DEBT SERVICE					
DEBT EXPENSE	53,912.50	52,513.00	52,513.00	52,512.50	51,112.50
Org: 12581800 - DEBT SERVICE TOTAL:	53,912.50	52,513.00	52,513.00	52,512.50	51,112.50
DIVISION 12 COMMISSIONER TOTAL:	53,912.50	52,513.00	52,513.00	52,512.50	51,112.50
FUND 5818 ST RT 204&256WTR PRJ DEBT SRV TOTAL	53,912.50	52,513.00	52,513.00	52,512.50	51,112.50

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5820 - SEWER IMPROVEMENTS DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12808700 - UTILITIES-WATER CAPITAL OUTLAY	673.50	-	283,901.47	148,662.00	-
Org: 12808700 - UTILITIES-WATER TOTAL:	673.50	-	283,901.47	148,662.00	-
DIVISION 12 COMMISSIONER TOTAL:	673.50	-	283,901.47	148,662.00	-
FUND 5820 SEWER IMPROVEMENTS TOTAL	673.50	-	283,901.47	148,662.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5823 - UTILITY RD IMPROVMNT BOND RET DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12582300 - UTILITIES-WATER DEBT EXPENSE	143,312.49	144,442.50	144,713.50	144,712.49	145,912.50
Org: 12582300 - UTILITIES-WATER TOTAL:	143,312.49	144,442.50	144,713.50	144,712.49	145,912.50
DIVISION 12 COMMISSIONER TOTAL:	143,312.49	144,442.50	144,713.50	144,712.49	145,912.50
FUND 5823 UTILITY RD IMPROVMNT BOND RET TOTAL	143,312.49	144,442.50	144,713.50	144,712.49	145,912.50

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5841 - 5841 GRNFLD TWPSHP WTR FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12584123 - WATER - GREENFIELD					
PERSONAL SERVICES	63,849.66	79,008.00	84,008.00	66,064.81	91,950.00
FRINGE BENEFITS	23,703.21	29,969.00	29,969.00	23,543.94	31,641.00
CONTRACTUAL SERVICES	77,099.80	94,431.00	125,345.58	82,633.80	100,000.00
MATERIALS AND SUPPLIES	6,444.60	14,487.00	16,408.78	9,295.91	15,000.00
CAPITAL OUTLAY	9,335.70	225,012.00	611,519.55	65,410.35	5,000.00
OTHER EXPENSES	-	-	5,000.00	3,790.57	-
TRANSFER	-	50,722.00	50,722.00	50,722.00	51,000.00
Org: 12584123 - WATER - GREENFIELD TOTAL:	180,432.97	493,629.00	922,972.91	301,461.38	294,591.00
DIVISION 12 COMMISSIONER TOTAL:	180,432.97	493,629.00	922,972.91	301,461.38	294,591.00
FUND 5841 5841 GRNFLD TWPSHP WTR FUND TOTAL	180,432.97	493,629.00	922,972.91	301,461.38	294,591.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5842 - 5842 GRNFLD TWPSHP SWR FUND DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12584229 - SEWER - GREENFIELD					
PERSONAL SERVICES	66,613.72	103,450.00	104,650.00	65,736.23	96,650.00
FRINGE BENEFITS	25,098.80	39,961.00	39,961.00	24,136.48	32,835.00
CONTRACTUAL SERVICES	324,617.95	563,217.00	678,248.20	404,393.64	392,000.00
MATERIALS AND SUPPLIES	3,209.64	13,000.00	13,507.57	4,564.31	8,000.00
CAPITAL OUTLAY	9,335.70	30,000.00	32,747.10	9,877.35	5,000.00
TRANSFER	10,000.00	117,803.00	117,803.00	117,803.00	120,000.00
Org: 12584229 - SEWER - GREENFIELD TOTAL:	438,875.81	867,431.00	986,916.87	626,511.01	654,485.00
DIVISION 12 COMMISSIONER TOTAL:	438,875.81	867,431.00	986,916.87	626,511.01	654,485.00
FUND 5842 5842 GRNFLD TWPSHP SWR FUND TOTAL	438,875.81	867,431.00	986,916.87	626,511.01	654,485.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5846 - GRNFLD TWP WTR IMPRV&CNSTR DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12584600 - DEBT SERVICE					
DEBT EXPENSE	50,627.84	50,723.00	50,723.00	47,391.21	50,820.36
Org: 12584600 - DEBT SERVICE TOTAL:	50,627.84	50,723.00	50,723.00	47,391.21	50,820.36
DIVISION 12 COMMISSIONER TOTAL:	50,627.84	50,723.00	50,723.00	47,391.21	50,820.36
FUND 5846 GRNFLD TWP WTR IMPRV&CNSTR TOTAL	50,627.84	50,723.00	50,723.00	47,391.21	50,820.36

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5847 - GRNFLD TWP SWR IMPRV&CNSTR DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12584700 - DEBT SERVICE					
DEBT EXPENSE	116,166.26	117,804.00	117,804.00	117,802.79	119,541.20
Org: 12584700 - DEBT SERVICE TOTAL:	116,166.26	117,804.00	117,804.00	117,802.79	119,541.20
DIVISION 12 COMMISSIONER TOTAL:	116,166.26	117,804.00	117,804.00	117,802.79	119,541.20
FUND 5847 GRNFLD TWP SWR IMPRV&CNSTR TOTAL	116,166.26	117,804.00	117,804.00	117,802.79	119,541.20

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5849 - ALLEN RD WTRLN DEBT SERV DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12584926 - DEBT SERVICE					
DEBT EXPENSE	44,509.10	44,510.00	44,510.00	5,793.65	44,509.10
Org: 12584926 - DEBT SERVICE TOTAL:	44,509.10	44,510.00	44,510.00	5,793.65	44,509.10
DIVISION 12 COMMISSIONER TOTAL:	44,509.10	44,510.00	44,510.00	5,793.65	44,509.10
FUND 5849 ALLEN RD WTRLN DEBT SERV TOTAL	44,509.10	44,510.00	44,510.00	5,793.65	44,509.10

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5853 - DILEY WELLFLD WATER DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12585300 - UTILITIES-WATER CAPITAL OUTLAY	399,922.92	-	-	0.00	-
Org: 12585300 - UTILITIES-WATER TOTAL:	399,922.92	-	-	0.00	-
DIVISION 12 COMMISSIONER TOTAL:	399,922.92	-	-	0.00	-
FUND 5853 DILEY WELLFLD WATER TOTAL	399,922.92	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 5854 - LIFT STATN/PLEASNT LEE SEWER DIVISION: 12 - COMMISSIONER	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 12585400 - UTILITIES-WATER CONTRACTUAL SERVICES	78,391.26	-	29,521.15	8,851.26	-
Org: 12585400 - UTILITIES-WATER TOTAL:	78,391.26	-	29,521.15	8,851.26	-
DIVISION 12 COMMISSIONER TOTAL:	78,391.26	-	29,521.15	8,851.26	-
FUND 5854 LIFT STATN/PLEASNT LEE SEWER TOTAL	78,391.26	-	29,521.15	8,851.26	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7026 - SOIL AND WATER DIVISION: 61 - SOIL & WATER CONSERVATION DIST	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 61702600 - SOIL & WATER CONSERVATION DIST					
PERSONAL SERVICES	426,225.11	499,645.00	484,145.00	442,678.37	496,353.00
FRINGE BENEFITS	174,959.00	233,080.00	233,080.00	182,997.17	221,822.00
CONTRACTUAL SERVICES	45,145.78	51,700.00	62,700.00	51,879.37	60,500.00
MATERIALS AND SUPPLIES	8,526.36	9,000.00	9,000.00	7,998.41	9,000.00
CAPITAL OUTLAY	11,129.56	11,000.00	15,500.00	8,453.89	4,600.00
OTHER EXPENSES	50.00	50.00	50.00	50.00	50.00
Org: 61702600 - SOIL & WATER CONSERVATION DIST TOTAL:	666,035.81	804,475.00	804,475.00	694,057.21	792,325.00
DIVISION 61 SOIL & WATER CONSERVATION DIST TOTAL:	666,035.81	804,475.00	804,475.00	694,057.21	792,325.00
FUND 7026 SOIL AND WATER TOTAL	666,035.81	804,475.00	804,475.00	694,057.21	792,325.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7521 - F.A.C.F - FY2001-PRESENT DIVISION: 60 - FAMILY, ADULT & CHILDREN 1ST C	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 60752100 - FAMILY, ADULT & CHILDREN 1ST C					
PERSONAL SERVICES	9,454.82	4,370.00	285,940.38	237,690.06	272,077.27
FRINGE BENEFITS	3,245.50	49,730.00	169,263.34	129,372.26	159,303.00
CONTRACTUAL SERVICES	11,453.16	10,000.00	50,163.67	23,522.97	4,300.00
MATERIALS AND SUPPLIES	3,281.02	5,000.00	8,281.33	7,590.48	1,100.00
Org: 60752100 - FAMILY, ADULT & CHILDREN 1ST C TOTAL:	27,434.50	69,100.00	513,648.72	398,175.77	436,780.27
Org: 60815220 - 2020 PARENT ED/ADAMH GRANT					
PERSONAL SERVICES	19,148.67	-	-	0.00	-
FRINGE BENEFITS	10,680.26	-	-	13.14	-
CONTRACTUAL SERVICES	835.54	10,865.00	10,865.00	3,617.79	6,500.00
MATERIALS AND SUPPLIES	3,037.53	3,200.00	6,900.00	4,979.12	3,700.00
Org: 60815220 - 2020 PARENT ED/ADAMH GRANT TOTAL:	33,702.00	14,065.00	17,765.00	8,610.05	10,200.00
Org: 60815420 - 2020 FAMILY,ADULT&CHLDRN 1ST C					
CONTRACTUAL SERVICES	51.87	-	-	0.00	-
Org: 60815420 - 2020 FAMILY,ADULT&CHLDRN 1ST C TOTAL:	51.87	-	-	0.00	-
Org: 60815422 - 2022 FAMILY,ADULT&CHLDRN 1ST C					
PERSONAL SERVICES	1,000.00	-	-	0.00	-
FRINGE BENEFITS	358.08	-	-	0.73	-
CONTRACTUAL SERVICES	1,468.57	1,500.00	1,500.00	0.00	1,500.00
MATERIALS AND SUPPLIES	-	504.00	504.00	0.00	504.00
Org: 60815422 - 2022 FAMILY,ADULT&CHLDRN 1ST C TOTAL:	2,826.65	2,004.00	2,004.00	0.73	2,004.00
Org: 60815722 - 2022 MSY - FCSS					
PERSONAL SERVICES	11,816.91	-	-	0.00	-
FRINGE BENEFITS	6,948.23	-	-	3.57	-
CONTRACTUAL SERVICES	-	1,309.00	1,309.00	0.00	-
MATERIALS AND SUPPLIES	-	-	-	0.00	140.00
Org: 60815722 - 2022 MSY - FCSS TOTAL:	18,765.14	1,309.00	1,309.00	3.57	140.00
Org: 60815723 - FY23 FAM CEN SERV/SUPPORT					
PERSONAL SERVICES	5,479.22	-	-	0.00	-
FRINGE BENEFITS	906.03	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7521 - F.A.C.F - FY2001-PRESENT DIVISION: 60 - FAMILY, ADULT & CHILDREN 1ST C	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 60815723 - FY23 FAM CEN SERV/SUPPORT TOTAL:	6,385.25	-	-	0.00	-
Org: 60815820 - 2020 MSY-GEN POOL					
PERSONAL SERVICES	78,605.83	-	-	0.00	-
FRINGE BENEFITS	29,164.98	-	-	55.39	-
CONTRACTUAL SERVICES	113,052.12	156,458.00	153,458.00	41,169.57	130,950.00
MATERIALS AND SUPPLIES	1,884.13	700.00	3,700.00	646.67	1,100.00
Org: 60815820 - 2020 MSY-GEN POOL TOTAL:	222,707.06	157,158.00	157,158.00	41,871.63	132,050.00
Org: 60815920 - 2020 MSY COMMISSIONERS					
PERSONAL SERVICES	14,022.12	-	-	0.00	-
FRINGE BENEFITS	6,178.64	-	-	0.00	-
CONTRACTUAL SERVICES	103,993.75	175,000.00	175,000.00	76,958.60	175,000.00
Org: 60815920 - 2020 MSY COMMISSIONERS TOTAL:	124,194.51	175,000.00	175,000.00	76,958.60	175,000.00
Org: 60816022 - 2022 FAMILY,ADULT&CHLDRN 1ST C					
PERSONAL SERVICES	42,788.23	-	-	0.00	-
FRINGE BENEFITS	20,907.80	-	-	27.79	-
CONTRACTUAL SERVICES	419,534.76	432,633.00	432,633.00	426,951.00	450,400.00
MATERIALS AND SUPPLIES	519.42	2,767.00	2,767.00	2,416.09	600.00
Org: 60816022 - 2022 FAMILY,ADULT&CHLDRN 1ST C TOTAL:	483,750.21	435,400.00	435,400.00	429,394.88	451,000.00
Org: 60816422 - 22 OH CHLD TRUST					
PERSONAL SERVICES	3,471.46	-	-	0.00	-
FRINGE BENEFITS	1,745.07	-	-	2.60	-
CONTRACTUAL SERVICES	-	100.00	100.00	0.00	100.00
MATERIALS AND SUPPLIES	18,425.03	34,953.00	43,253.00	25,937.61	34,953.00
Org: 60816422 - 22 OH CHLD TRUST TOTAL:	23,641.56	35,053.00	43,353.00	25,940.21	35,053.00
Org: 60818420 - 2020 FAMILY,ADULT&CHLDRN 1ST C					
PERSONAL SERVICES	33,300.57	-	-	0.00	-
FRINGE BENEFITS	18,593.07	-	-	26.71	-
CONTRACTUAL SERVICES	2,832.86	3,000.00	2,200.00	841.26	4,000.00
MATERIALS AND SUPPLIES	4,713.21	1,657.00	6,456.99	5,178.89	8,500.00
Org: 60818420 - 2020 FAMILY,ADULT&CHLDRN 1ST C TOTAL:	59,439.71	4,657.00	8,656.99	6,046.86	12,500.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7521 - F.A.C.F - FY2001-PRESENT DIVISION: 60 - FAMILY, ADULT & CHILDREN 1ST C	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 60818920 - 2020 PARENT ED PARTNERS COUNTY					
FRINGE BENEFITS	95.89	-	-	1.46	-
Org: 60818920 - 2020 PARENT ED PARTNERS COUNTY TOTAL:	95.89	-	-	1.46	-
Org: 60819420 - 2020 FAIRFIELD COUNTY FNDTN					
CONTRACTUAL SERVICES	598.75	1,000.00	1,000.00	0.00	1,000.00
MATERIALS AND SUPPLIES	1,171.75	1,000.00	1,000.00	0.00	1,000.00
Org: 60819420 - 2020 FAIRFIELD COUNTY FNDTN TOTAL:	1,770.50	2,000.00	2,000.00	0.00	2,000.00
Org: 60819522 - 22 SAFE COMMUNITIES					
PERSONAL SERVICES	23,869.56	-	-	0.00	-
FRINGE BENEFITS	4,576.08	-	-	19.09	-
CONTRACTUAL SERVICES	250.00	419.00	44,474.00	42,544.84	419.00
MATERIALS AND SUPPLIES	-	500.00	500.00	0.00	500.00
Org: 60819522 - 22 SAFE COMMUNITIES TOTAL:	28,695.64	919.00	44,974.00	42,563.93	919.00
Org: 60823220 - 2020 FACF ODM MSY					
CONTRACTUAL SERVICES	100,894.96	91,159.00	173,033.15	114,648.47	100,000.00
OTHER EXPENSES	31,411.33	-	-	0.00	-
Org: 60823220 - 2020 FACF ODM MSY TOTAL:	132,306.29	91,159.00	173,033.15	114,648.47	100,000.00
Org: 60825121 - 2021 FACF MSY/JFS					
FRINGE BENEFITS	199.97	-	-	3.57	-
CONTRACTUAL SERVICES	-	18,149.00	15,649.00	12,362.16	29,500.00
MATERIALS AND SUPPLIES	-	-	2,500.00	586.23	-
Org: 60825121 - 2021 FACF MSY/JFS TOTAL:	199.97	18,149.00	18,149.00	12,951.96	29,500.00
Org: 60828000 - PERINATAL CLUSTER ADAMH					
PERSONAL SERVICES	25,117.82	-	-	0.00	-
FRINGE BENEFITS	14,623.65	-	-	17.13	-
CONTRACTUAL SERVICES	1,974.29	7,925.00	3,758.15	2,285.02	3,000.00
MATERIALS AND SUPPLIES	849.60	9,226.00	13,392.85	12,525.40	7,600.00
Org: 60828000 - PERINATAL CLUSTER ADAMH TOTAL:	42,565.36	17,151.00	17,151.00	14,827.55	10,600.00
Org: 60828600 - FAMILY, ADULT & CHILDREN 1ST C					
PERSONAL SERVICES	4,219.73	-	-	0.00	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7521 - F.A.C.F - FY2001-PRESENT DIVISION: 60 - FAMILY, ADULT & CHILDREN 1ST C	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
FRINGE BENEFITS	2,333.44	-	-	3.56	-
Org: 60828600 - FAMILY, ADULT & CHILDREN 1ST C TOTAL:	6,553.17	-	-	3.56	-
Org: 60829722 - 22 ARP HMG EI					
PERSONAL SERVICES	4,727.61	-	-	0.00	-
FRINGE BENEFITS	2,562.87	-	-	3.35	-
CONTRACTUAL SERVICES	31,702.96	-	-	0.00	-
MATERIALS AND SUPPLIES	28,693.23	-	-	0.00	-
Org: 60829722 - 22 ARP HMG EI TOTAL:	67,686.67	-	-	3.35	-
Org: 60830623 - FAF RECLAIM					
PERSONAL SERVICES	64,863.67	-	-	0.00	-
FRINGE BENEFITS	30,096.18	-	-	40.62	-
CONTRACTUAL SERVICES	262.36	-	-	0.00	-
Org: 60830623 - FAF RECLAIM TOTAL:	95,222.21	-	-	40.62	-
Org: 60830700 - FAMILY, ADULT & CHILDREN 1ST C					
PERSONAL SERVICES	41,204.02	-	-	0.00	-
FRINGE BENEFITS	22,817.78	-	-	25.42	-
CONTRACTUAL SERVICES	53,304.23	107,000.00	107,000.00	88,854.16	107,000.00
MATERIALS AND SUPPLIES	29,189.23	18,329.00	18,329.00	2,268.38	18,329.00
Org: 60830700 - FAMILY, ADULT & CHILDREN 1ST C TOTAL:	146,515.26	125,329.00	125,329.00	91,147.96	125,329.00
DIVISION 60 FAMILY, ADULT & CHILDREN 1ST C TOTAL:	1,524,509.42	1,148,453.00	1,734,930.86	1,263,191.16	1,523,075.27
FUND 7521 F.A.C.F - FY2001-PRESENT TOTAL	1,524,509.42	1,148,453.00	1,734,930.86	1,263,191.16	1,523,075.27

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7829 - MCIU JAG GRANT DIVISION: 78 - FF, HOCKING, ATHENS COG MCIU	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 78782904 - MCIU COG JAG GRANT					
PERSONAL SERVICES	-	-	-	0.00	18,994.56
FRINGE BENEFITS	-	-	-	0.00	3,920.00
CONTRACTUAL SERVICES	-	-	-	0.00	35,000.00
MATERIALS AND SUPPLIES	-	-	-	0.00	2,000.00
Org: 78782904 - MCIU COG JAG GRANT TOTAL:	-	-	-	0.00	59,914.56
Org: 78782923 - MCIU COG JAG GRANT					
PERSONAL SERVICES	-	12,500.00	7,256.00	7,256.00	-
FRINGE BENEFITS	164.91	2,415.00	94.50	99.16	-
CONTRACTUAL SERVICES	11,915.13	19,041.26	21,180.17	16,631.05	4,600.00
MATERIALS AND SUPPLIES	9,059.83	8,292.57	8,292.57	5,002.80	1,300.00
CAPITAL OUTLAY	-	-	5,425.59	5,425.59	1,000.00
OTHER EXPENSES	8,000.00	-	-	0.00	-
Org: 78782923 - MCIU COG JAG GRANT TOTAL:	29,139.87	42,248.83	42,248.83	34,414.60	6,900.00
Org: 78782924 - MCIU COG JAG GRANT					
PERSONAL SERVICES	-	-	23,994.56	8,670.27	10,000.00
FRINGE BENEFITS	-	-	5,149.75	680.52	2,565.00
CONTRACTUAL SERVICES	-	-	27,517.58	22,215.60	9,953.00
MATERIALS AND SUPPLIES	-	-	2,200.00	1,417.67	850.00
Org: 78782924 - MCIU COG JAG GRANT TOTAL:	-	-	58,861.89	32,984.06	23,368.00
DIVISION 78 FF, HOCKING, ATHENS COG MCIU TOTAL:	29,139.87	42,248.83	101,110.72	67,398.66	90,182.56
FUND 7829 MCIU JAG GRANT TOTAL	29,139.87	42,248.83	101,110.72	67,398.66	90,182.56

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7830 - MCIU DRUG LAW ENFORC GRANT DIVISION: 78 - FF, HOCKING, ATHENS COG MCIU	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 78783012 - MCIU COG DLEF GRANT					
PERSONAL SERVICES	3,455.20	-	-	0.00	-
FRINGE BENEFITS	883.85	-	-	0.00	-
Org: 78783012 - MCIU COG DLEF GRANT TOTAL:	4,339.05	-	-	0.00	-
Org: 78783013 - MCIU COG DLEF GRANT					
PERSONAL SERVICES	62,021.60	-	-	0.00	-
FRINGE BENEFITS	15,921.87	-	-	0.00	-
CONTRACTUAL SERVICES	1,682.06	-	35,576.39	12,539.24	-
OTHER EXPENSES	-	-	15,000.00	15,000.00	-
Org: 78783013 - MCIU COG DLEF GRANT TOTAL:	79,625.53	-	50,576.39	27,539.24	-
Org: 78783014 - MCIU COG DLEF GRANT					
PERSONAL SERVICES	2,746.00	37,380.00	38,413.44	38,413.44	-
FRINGE BENEFITS	328.06	11,525.79	10,603.96	10,617.83	-
CONTRACTUAL SERVICES	6,638.68	33,771.35	57,659.74	19,657.03	10,500.00
MATERIALS AND SUPPLIES	-	17,200.00	17,200.00	1,564.74	6,175.00
CAPITAL OUTLAY	-	23,500.00	23,500.00	1,994.94	1,000.00
OTHER EXPENSES	-	10,000.00	10,000.00	0.00	-
Org: 78783014 - MCIU COG DLEF GRANT TOTAL:	9,712.74	133,377.14	157,377.14	72,247.98	17,675.00
Org: 78783021 - MCIU COG DLEF GRANT					
PERSONAL SERVICES	-	-	48,578.40	0.00	48,578.40
FRINGE BENEFITS	-	-	20,015.08	0.00	19,998.00
CONTRACTUAL SERVICES	-	-	34,730.73	0.00	56,730.73
MATERIALS AND SUPPLIES	-	-	18,000.00	0.00	6,000.00
OTHER EXPENSES	-	-	10,000.00	0.00	-
Org: 78783021 - MCIU COG DLEF GRANT TOTAL:	-	-	131,324.21	0.00	131,307.13
DIVISION 78 FF, HOCKING, ATHENS COG MCIU TOTAL:	93,677.32	133,377.14	339,277.74	99,787.22	148,982.13
FUND 7830 MCIU DRUG LAW ENFORC GRANT TOTAL	93,677.32	133,377.14	339,277.74	99,787.22	148,982.13

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7858 - MCU COAP PROG GRANT DIVISION: 78 - FF, HOCKING, ATHENS COG MCIU	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 78785821 - MCU COAP PROG GRANT					
PERSONAL SERVICES	74,065.99	-	-	0.00	-
FRINGE BENEFITS	48,528.90	-	-	14.25	-
Org: 78785821 - MCU COAP PROG GRANT TOTAL:	122,594.89	-	-	14.25	-
Org: 78785822 - MCU COAP PROG GRANT					
PERSONAL SERVICES	500.00	-	-	0.00	-
FRINGE BENEFITS	2,636.55	-	-	70.70	-
CONTRACTUAL SERVICES	2,280.00	-	-	0.00	-
CAPITAL OUTLAY	13,789.53	-	-	0.00	-
Org: 78785822 - MCU COAP PROG GRANT TOTAL:	19,206.08	-	-	70.70	-
Org: 78785823 - MCU COAP PROG GRANT					
PERSONAL SERVICES	23,632.31	-	-	17,472.00	-
FRINGE BENEFITS	14,024.79	-	-	8,613.56	-
CONTRACTUAL SERVICES	5,768.75	-	-	0.00	-
Org: 78785823 - MCU COAP PROG GRANT TOTAL:	43,425.85	-	-	26,085.56	-
Org: 78785824 - MCU COAP PROG GRANT					
PERSONAL SERVICES	-	153,795.20	63,795.20	9,830.11	-
FRINGE BENEFITS	-	95,527.09	55,527.09	1,649.27	-
CONTRACTUAL SERVICES	-	184,011.05	314,011.05	188,814.61	-
Org: 78785824 - MCU COAP PROG GRANT TOTAL:	-	433,333.34	433,333.34	200,293.99	-
Org: 78785825 - MCU COAP PROG GRANT					
PERSONAL SERVICES	-	148,718.05	98,718.05	65,705.29	95,000.00
FRINGE BENEFITS	-	85,451.14	72,451.14	39,338.77	68,010.00
CONTRACTUAL SERVICES	-	90,651.65	153,651.65	70,167.70	325,000.00
CAPITAL OUTLAY	-	2,165.19	2,165.19	720.00	-
Org: 78785825 - MCU COAP PROG GRANT TOTAL:	-	326,986.03	326,986.03	175,931.76	488,010.00
DIVISION 78 FF, HOCKING, ATHENS COG MCIU TOTAL:	185,226.82	760,319.37	760,319.37	402,396.26	488,010.00
FUND 7858 MCU COAP PROG GRANT TOTAL	185,226.82	760,319.37	760,319.37	402,396.26	488,010.00

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7864 - MCU RECOVERY OHIO GRANT DIVISION: 78 - FF, HOCKING, ATHENS COG MCIU	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 78786404 - MCU RECOVERY OHIO GRANT					
CONTRACTUAL SERVICES	-	-	10,000.00	1,500.00	102,460.10
MATERIALS AND SUPPLIES	-	-	5,000.00	0.00	7,850.00
CAPITAL OUTLAY	-	-	5,000.00	4,493.00	19,191.90
Org: 78786404 - MCU RECOVERY OHIO GRANT TOTAL:	-	-	20,000.00	5,993.00	129,502.00
Org: 78786421 - MCU RECOVERY OHIO GRANT					
PERSONAL SERVICES	30,923.35	-	8,407.18	8,407.18	-
FRINGE BENEFITS	4,798.60	-	1,298.88	1,298.88	6,635.00
CONTRACTUAL SERVICES	-	-	50,000.00	20,366.10	79,000.00
MATERIALS AND SUPPLIES	-	-	50,000.00	1,430.36	8,500.00
Org: 78786421 - MCU RECOVERY OHIO GRANT TOTAL:	35,721.95	-	109,706.06	31,502.52	94,135.00
Org: 78786422 - MCU RECOVERY OHIO GRANT					
PERSONAL SERVICES	37,988.80	92,518.40	42,971.19	42,971.19	-
FRINGE BENEFITS	5,290.28	41,862.90	11,909.73	10,062.61	-
CONTRACTUAL SERVICES	69,445.98	3,691.97	53,239.18	18,800.00	1,970.06
MATERIALS AND SUPPLIES	-	-	24,953.17	0.00	11,351.98
CAPITAL OUTLAY	18,920.35	-	5,000.00	0.00	8,424.71
Org: 78786422 - MCU RECOVERY OHIO GRANT TOTAL:	131,645.41	138,073.27	138,073.27	71,833.80	21,746.75
Org: 78786424 - MCU RECOVERY OHIO GRANT					
CONTRACTUAL SERVICES	16,044.57	19,500.00	19,500.00	10,068.12	-
MATERIALS AND SUPPLIES	-	1,735.00	1,735.00	1,257.50	-
CAPITAL OUTLAY	61,000.09	180,291.10	180,291.10	48,523.74	-
Org: 78786424 - MCU RECOVERY OHIO GRANT TOTAL:	77,044.66	201,526.10	201,526.10	59,849.36	-
DIVISION 78 FF, HOCKING, ATHENS COG MCIU TOTAL:	244,412.02	339,599.37	469,305.43	169,178.68	245,383.75
FUND 7864 MCU RECOVERY OHIO GRANT TOTAL	244,412.02	339,599.37	469,305.43	169,178.68	245,383.75

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7874 - MCU COVID-19 SUPPLEMNT GRNT DIVISION: 78 - FF, HOCKING, ATHENS COG MCIU	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 78787421 - MCIU COUNCIL OF GOV ADMIN					
CONTRACTUAL SERVICES	-	-	22,587.10	22,587.10	-
MATERIALS AND SUPPLIES	-	-	256.20	256.20	-
Org: 78787421 - MCIU COUNCIL OF GOV ADMIN TOTAL:	-	-	22,843.30	22,843.30	-
DIVISION 78 FF, HOCKING, ATHENS COG MCIU TOTAL:	-	-	22,843.30	22,843.30	-
FUND 7874 MCU COVID-19 SUPPLEMNT GRNT TOTAL	-	-	22,843.30	22,843.30	-

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7892 - MCU AMR RESC PLN-OCJS GRNT DIVISION: 78 - FF, HOCKING, ATHENS COG MCIU	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 78789223 - MCU AMR RESC PLN-OCJS GRNT					
PERSONAL SERVICES	9,644.80	-	-	0.00	-
FRINGE BENEFITS	967.46	-	-	0.00	-
CONTRACTUAL SERVICES	13,324.40	-	-	0.00	-
CAPITAL OUTLAY	101,995.76	-	-	0.00	-
Org: 78789223 - MCU AMR RESC PLN-OCJS GRNT TOTAL:	125,932.42	-	-	0.00	-
Org: 78789224 - MCU AMR RESC PLN-OCJS GRNT					
CONTRACTUAL SERVICES	-	75,000.00	116,281.47	100,999.64	-
MATERIALS AND SUPPLIES	-	6,000.00	14,992.53	14,992.53	-
CAPITAL OUTLAY	-	21,770.00	10,390.00	10,388.41	-
Org: 78789224 - MCU AMR RESC PLN-OCJS GRNT TOTAL:	-	102,770.00	141,664.00	126,380.58	-
DIVISION 78 FF, HOCKING, ATHENS COG MCIU TOTAL:	125,932.42	102,770.00	141,664.00	126,380.58	-
FUND 7892 MCU AMR RESC PLN-OCJS GRNT TOTAL	125,932.42	102,770.00	141,664.00	126,380.58	-
 GRAND TOTAL	 212,915,619.28	 235,810,167.67	 295,783,842.20	 218,734,708.47	 244,669,824.76

NEXT YEAR / CURRENT YEAR BUDGET REPORT APPROPRIATION RESOLUTION

FUND: 7831 - WRKFCE INN OPP ACT 20/21 DIVISION: 79 - WORKFORCE DEV. AREA 20/21	2023 Actual	2024 Original Budget	2024 Revised Budget	2024 Actual	APPROVED 2025 BUDGET
Org: 79783100 - WRKFRC INN OPP ACT 20/21					
PERSONAL SERVICES	106,202.32	113,270.00	113,270.00	71,280.02	178,000.00
FRINGE BENEFITS	24,050.77	28,626.00	28,626.00	15,081.10	49,945.00
CONTRACTUAL SERVICES	2,141,866.35	1,770,339.00	1,965,339.00	1,812,700.62	2,203,924.00
Org: 79783100 - WRKFRC INN OPP ACT 20/21 TOTAL:	2,272,119.44	1,912,235.00	2,107,235.00	1,899,061.74	2,431,869.00
DIVISION 79 WORKFORCE DEV. AREA 20/21 TOTAL:	2,272,119.44	1,912,235.00	2,107,235.00	1,899,061.74	2,431,869.00
FUND 7831 WRKFCE INN OPP ACT 20/21 TOTAL	2,272,119.44	1,912,235.00	2,107,235.00	1,899,061.74	2,431,869.00
GRAND TOTAL	2,272,119.44	1,912,235.00	2,107,235.00	1,899,061.74	2,431,869.00

PERMANENT APPROPRIATION RESOLUTION
Revised Code Section 5705.38

The Board of County Commissioners of Fairfield County, Ohio, met in regular session on the _____ day of December 2024 at the office of the Board of Commissioners with the following members present:

DAVID L. LEVACY, PRESIDENT

JEFFREY FIX, VICE PRESIDENT

STEVEN A. DAVIS, COMMISSIONER

_____ moved the adoption of the following Resolution: _____

WHEREAS, the Fairfield County Board of Commissioners, as the taxing authority for Fairfield County, is required to pass an annual appropriation measure pursuant to section 5705.38 of the Revised Code; and

WHEREAS, the appropriation measure shall be classified so as to set forth the amounts appropriated for each office, department, and division of the County; and

WHEREAS, the attached budget provides appropriation authority for the anticipated expenses and obligations of Fairfield County for the year ending December 31, 2025, in accordance with the official certificate of estimated resources and its amendments; now, therefore,

BE IT RESOLVED, by the Board of County Commissioners of Fairfield County, Ohio, that to provide for the current expenses and expenditures of said county, during the fiscal year ending December 31, 2025, the following sums be set aside and appropriated for each office, department, and division, and within each, the amount appropriated for personal services and major expense or expenditure categories to the respective funds and categories for the several purposes for which the expenses or expenditures are to be made for and during said fiscal year for which said funds and accounts have been established as outlined in the attachment:

Motioned by: _____ seconded by: _____

Yeas: _____ Nays: _____ Abstentions: _____

ADOPTED _____

Staci A. Knisley, Budget Officer
Fairfield County Commissioners

Signature Page

Resolution No. 2024-12.10.a

A Resolution Approving the 2025 Annual Appropriation Measure, the 2025 County Budget

(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 Community Grant Awards for the Meals on Wheels Older Adults Services (The Senior Hub) Levy

WHEREAS, Meals on Wheels Older Adult Alternatives of Fairfield County (The Senior Hub), is the recipient of monies collected pursuant to the Older Adult Services Levy, passed by the voters of Fairfield County on November 4, 2008; renewed on November 7, 2013, renewed and increased November 6, 2018, and renewed and increased November 7, 2023; and

WHEREAS, pursuant to resolution 2019-09.03.a, the Fairfield County Board of Commissioners and Meals on Wheels – Older Adult Alternatives of Fairfield County, entered into a contract delineating duties, obligations, and responsibilities the parties have regarding monies collected pursuant to the Older Adult Service Levy; and

WHEREAS, pursuant to said contract, various agencies and senior citizen organizations have applied through the Meals on Wheels Board of Trustees for grant funding; and

WHEREAS, the Meals on Wheels Board of Trustees has considered and voted on the applications and forwarded to the Board of Commissioners copies of the successful grant applications and the criteria scoring summary form on November 21, 2024; and

WHEREAS, the Commissioners are to vote on the applications at their next regularly scheduled meeting following the expiration of the 14-day review period; and

WHEREAS, the Board of Commissioners has reviewed the recommended applications, and

WHEREAS, the projected proposed budget for 2025 accommodates the grant approvals; and

WHEREAS, Meals on Wheels – Older Adult Alternatives of Fairfield County submitted information for an additional grantee that will be provided in a separate resolution.

A Resolution Approving Community Grant Awards for the Meals on Wheels Older Adults Services (The Senior Hub) Levy

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 following grants pursuant to the recommendation and approval of the Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., and its Board of Trustees:

Amanda Senior Citizens	\$245.00
Baltimore Senior Citizens	\$350.00
Bremen Senior Citizens	\$840.00
Canal Winchester Senior Citizens Club	\$1,295.00
Fairfield Beach Senior Citizens	\$1,050.00
Millersport Senior Citizens Association	\$945.00
Pleasantville Sociables	\$1,015.00
Rushville Senior Citizens	\$875.00
Central Ohio Area Agency on Aging	\$10,000.00
Guardianship Services Board of Fairfield County	\$86,600.00
Information & Referral of Fairfield County/	\$15,000.00
Lancaster-Fairfield Community Action Agency	\$10,000.00
Olivedale Senior Citizens	\$8,000.00
Fairfield County Public Transit	\$80,785.00
Pickerington Senior Citizen’s Center	\$3,000.00
United Way of Fairfield County	\$5,000.00

SECTION 2. That the Fairfield County Board of Commissioners’ Fiscal Clerk shall cause payment of these grants to be made directly to the applicants from funds available in the Older Adult Services Levy fund, with such payments occurring in January 2025.

Prepared by: Rochelle Menningen



RECEIVED

DEC 03 2024

Fairfield County
Commissioners

December 2, 2024

2025 Community Grant Packet

1. Minutes from the Meals on Wheels OAAFC Board Meeting
2. 2025 Grants Summary Form
3. Certificate of Available Resources
4. Allotment Letters signed by Meals on Wheels OAAFC Board Treasurer,
Summary Score Sheet, Grant Cover page

Notes:

All grant requests were funded and there were excess funds available.

Excess funds were targeted toward transportation, the local Senior Center, and proposed funding for the grocery delivery program in Violet Township through the Community Paramedic Program.

**Meals on Wheels Older Adult Alternatives of Fairfield County (Senior Hub)
Board of Trustees Meeting Minutes
November 21, 2024**

Call to Order at 3:30

Trustees present: Jeff Wagner, Donna Fox-Moore, Christa Moody, Jennifer Sitterley, Kathryn Iles, Margie Donnell, Doug Smith, Helen Harding, Dale Dixon, Corey Clark, Kari James, Ben Hill

Trustees Excused: Lara Wright, Vicki Tauer

Staff present: Amber Goines, Anna Tobin, Sarah Arledge, Sheila Stouder

A quorum was confirmed and the meeting commenced at 3:30 p.m. with the Pledge of Allegiance. Jeff Wagner presided.

Presentation of Audit: Millhuff Stang, CPA by Alex Harwell

Copy of Audit distributed at meeting. Audit not official until state approves and it's certified. Cannot distribute any information yet.

Exhibit 1, Presentation of Agenda: No additions or corrections (Wagner)

Exhibit 2, Approval of Minutes

Motion to approve August meeting minutes was placed by Donna Fox-Moore; second on the motion was placed by Dale Dixon; the minutes were approved as presented by unanimous voice vote.

Exhibit 3, Treasurer's Financial report, Administrative Services Director Sarah Arledge

The financial report was presented to all board members for review in advance of the meeting. Sarah discussed highlights. No questions. Motion to approve the financial report was placed by Dale Dixon and second on the motion was placed by Kari James, the report was unanimously approved.

Directors' Reports

Exhibit 4, Executive Director's Report - Anna Tobin

Written report provided to Board. Highlights from report. Giving Trees set up around community. Strategic Plan coming next week. Facility quote for sprinklers came in high but got a lower one that looks good. Will be in Holiday Parade. Children helping make meal sacks – after school program, some doing pet drive.

Exhibit 5, Nutrition Services Report, Director of Nutrition Services - Amber Goines

Written report was provided to the Board. Amber Goines provided highlights.

- 12 volunteers ON Thanksgiving Day, 3 stops each
- Food waste, dent credits
- New oven delivered Tuesday
- Driver hit deer on Lithopolis Rd

Exhibit 6, Administrative Services Report, Director of Administrative Services – Sarah Arledge

Written report was provided to the Board. Sarah provided highlights.

- Cannot renew HVAC- Peterman moving out of county
- Can spend remaining Title III allocations by year-end (home mod/maintenance funds)

Exhibit 7, Aging Services Report, Anna introduced new director Shelia Stouder

- Started Monday, been in LTC management 30 years, mostly facility but also home health
- Needed change after being on call 24/7, passion still helping seniors

Old Business

- Margie Donnell – Nominations
 - Losing 5 members end of year, potential new members:
 - CPA: Penny Wasem and Ronnie Blankenship
 - DD: John Pekar
 - Bank: Brenda Shamblin
 - Nisource/Council/Zoning appeals: Melody Bobbitt
 - Chamber: Cheryl Barber
 - Slate of Officers
 - President – Doug Smith
 - VP- Jennifer Sitterley
 - Treasurer – Corey Clark
 - Secretary – Katie Iles
 - Past President – Jeff Wagner
 - Motion to accept slate: Wagner, 2nd by Dixon, unanimous approval
- Recommendation for Outreach Grants – Donna Fox-Moore
 - Discussion and highlights from written report handed out at meeting
 - Surplus balance: carry over vs. increase? Put dollars to work – increased to senior clubs, Pickerington Area Resource Group for groceries, increase funding transit for transportation (state matching), additional to Olivedale nonprofit senior group and paramedic group (JD Postage)
 - Dale: questions on Olivedale, guardianship increase
 - Motion to approve – Donna Fox-Moore, 2nd – Kari James, unanimous voice vote

New Business

- Ratify Finance Committee – Approval of Audit and form 990 – Donna Fox-Moore
 - Motion by Donna, 2nd by Dale Dixon, unanimous voice vote
- Approval of 2025 Contracts for revenue and service – Anna Tobin
 - Motion to approve – Jennifer Sitterley, 2nd – Doug Smith, unanimously approved
- Permission to divert funds set aside for freezer to and move to FileServer and phone system upgrade
 - Motion – Doug Smith, 2nd – Christa Moody, unanimously approved

Committee Reports: N/A

Motion to enter **Executive Session** – Dale Dixon, 2nd – Kari James. Unanimously approved

Motion to approve updated compensation ranges, including increase as recommended by Finance Committee, as presented in Ex. Session – Donna Fox-Moore, 2nd – Dale Dixon, unanimous voice vote.

Adjournment:

- Motion to Adjourn: Donna Fox-Moore, 2nd by Christa Moody

Minutes recorded and respectfully submitted by Jennifer Sitterley

Date submitted: November 21, 2024

2025 GRANTS SUMMARY

Exhibity #7

Senior Club/Group Name	2024 Approved Grant	2025 Approved Grant	Members				35.00 per active member	Amount Requested on Proposal
			2024 Active Confirmed	2025 Active Confirmed	Committee Approved	Full Board Approved		
Amanda	\$200	\$245	8	7	\$245	\$245	\$245	
Baltimore	\$150	\$350	6	10	\$350	\$350	\$350	
Bremen	\$650	\$840	26	24	\$840	\$840	\$840	
Canal Winchester Seniors	\$325	\$1,295	42	37	\$1,295	\$1,295	\$1,295	
Fairfield Beach	\$700	\$1,050	28	30	\$1,050	\$1,050	\$1,050	
Millersport	\$600	\$945	24	27	\$945	\$945	\$945	
Pleasantville	\$850	\$1,015	34	29	\$1,015	\$1,015	\$1,015	
Rushville	\$675	\$875	27	25	\$875	\$875	\$875	
TOTAL	\$4,150	\$6,615	195	189	\$6,615	\$6,615	\$6,615	\$0
OTHER GRANTS					Committee Approved	Full Board Approved		Requested by Grantee
C.O.A.A.	\$10,000	\$10,000			\$10,000	\$10,000		\$10,000
Guardianship Service Board of Fairfield County	\$64,000	\$86,600			\$86,600	\$86,600		\$86,600
Information & Referral	\$15,000	\$15,000			\$15,000	\$15,000		\$15,000
Lancaster-Fairfield Community Action	\$10,000	\$10,000			\$10,000	\$10,000		\$10,000
Olivedale Senior Citizens	\$3,900	\$8,000			\$8,000	\$8,000		\$4,000
Fairfield County Public Transit	\$56,250	\$80,785			\$80,785	\$80,785		\$66,260
Pickerington Senior Center	\$1,200	\$3,000			\$3,000	\$3,000		\$12,000
Salvation Army	\$2,000	\$0			\$0	\$0		\$0
United Way of Fairfield County	\$3,500	\$5,000			\$5,000	\$5,000		\$5,000
OTHER TOTAL	\$165,850	\$218,385			\$218,385	\$218,385		\$208,860
New Grantee Pickerington Area Resource Coalition		\$15,000			15000	15000		
GRAND TOTAL	\$170,000	\$240,000			\$240,000	\$240,000		\$208,860

TOTAL REQUESTED

\$14,525

COLOR CODES:

- BLUE** - Dollar amount requested on Grant Proposal
- RED** - Suggested &/or calculation-based Grant Awards
- Purple**-Approved by the Full Board

2025 Grant Funds Budgeted:	\$240,000
Approved Total	

2024 Grant Summary Form

FAIRFIELD COUNTY

ACCOUNT SUMMARY TRIAL BALANCE FOR FY24/JAN TO EOY

FUND 2617 SUBFUND 0000

ACCOUNT ACCOUNT NAME	BEG. BALANCE	ORG	DEBITS	CREDITS	NET CHAN
2617 001000 POOLED CASH	2,400,459.21	2617	3,360,153.40	3,776,756.07	-416,602.
TOTALS FOR SUBFUND 0000					
UNDEFINED	2,400,459.21		3,360,153.40	3,776,756.07	-416,602.
TOTALS FOR FUND 2617					
OLDER ADULT SERVICES LEVY	2,400,459.21		3,360,153.40	3,776,756.07	-416,602.
REPORT TOTALS	2,400,459.21		3,360,153.40	3,776,756.07	-416,602.

** END OF REPORT - Generated by Sarah Clagg **

Report generated: 11/22/2024 07:21
 User: sclagg
 Program ID: glatrba1



DATE: November 26,2024
TO: The Fairfield County Commissioners
FROM: Amanda Senior Citizens
PURPOSE: Continuation of Senior Group's Activities for 2025
AMOUNT APPROVED: \$245.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$245.00 to be allocated to the Amanda Senior Citizens for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'. The signature is written in a cursive style and is positioned above a horizontal line.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Amanda Senior Citizens **SUMMARY SCORE**

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
21.00	7 complete copies + original submitted	
25.00	Cover Sheet complete and application signed.	
25.00	Completed financial report through August of grant year	
25.00	Complete membership roster	
25.00	Most current attendance log	
26.00	Completeness of grant	
26.00	Overall quality of the grant application	
29.00	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 202.00 Average 33.67	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / updated 11/10/2015

2025 Senior Groups - Grant Proposal Coversheet

Please print or type the information requested below.
Complete the coversheet, and sign the application before submitting.
Return the original copy plus seven (7) additional copies to:
Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130

I. General Information

Organization Name AMANDA Senior Citizens		Federal I.D. #	
Address (where your meetings are held) member's Homes RESTAURANTS		Person supervising the program/activities Shirley Thornton	
Project Supervisor Home Address AMANDA, Ohio 43102		Phone Number	Fax Number
		Email Address hairbrush49@aol.com	
Please List the Governing Body for your group: The governing body is our officers Listed At right		President	Shirley Thornton
		Vice-President	Linda Claypool
		Secretary	Dianne Seifert
		Treasurer	

II. Service Project Information

Year your senior group was organized: 1973	Total number of members who are Fairfield County residents and age 60 or older 8
	Number of members age 75 or older 3
Brief Summary of Services, Programs, or Activities that will be provided if request is approved. We have been meeting at member homes at with a potluck due to small amount members. We sometimes meet at restaurants. We provide socialization by playing bingo. We support our local food pantry.	

1. Provide a current roster of members that includes full names, complete home addresses, including townships, phone numbers, and dates-of-birth.
2. Provide the groups most current attendance log.
3. Provide your complete budget for the current year including account balances using the enclosed financial report form.

Grant Applications are accepted during the month of September only. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all senior group grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the original grant application plus seven (7) copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm September 30, or by 3 pm the last business day before September 30. Proposals received after this date will not be considered. Postmarks do not waive this requirement.

I certify that the above information is true to the best of my knowledge.

Signature: Shirley A. Thornton Print name: Shirley A. Thornton
 Title: president Date: 9-26-24

This form must be signed by the organization's president.

Levy Grants / Proposal-Sr. Clubs
 Revised 11/10/2015
 9/18/18



DATE: November 26, 2024
TO: The Fairfield County Commissioners
FROM: Baltimore Senior Citizens
PURPOSE: Continuation of Senior Group's Activities for 2025
AMOUNT APPROVED: \$350.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$350.00 to be allocated to the Baltimore Senior Citizens for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'. The signature is written in a cursive style and is positioned above a horizontal line.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Baltimore Senior Citizens **SUMMARY SCORE**

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
21.00	7 complete copies + original submitted	
23.00	Cover Sheet complete and application signed.	
23.00	Completed financial report through August of grant year	
23.00	Complete membership roster	
23.00	Most current attendance log	
24.00	Completeness of grant	
22.00	Overall quality of the grant application	
25.00	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 184.00 Average 30.67	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed by: _____ Date: _____

Levy Grants / updated 11/10/2015

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

2025 Senior Groups - Grant Proposal Coversheet

Please print or type the information requested below.
Complete the coversheet, and sign the application before submitting.
Return the original copy plus seven (7) additional copies to:
Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130

I. General Information

Organization Name	Federal I.D. #
Baltimore Senior - 2025	

Address (where your meetings are held)	Person supervising the program/activities

Project Supervisor Home Address

Baltimore 21118

Please List the Governing Body for your group:

II. Service Project Information

Year your senior group was organized: _____

Total number of members who are Fairfield County residents and age 60 or older 1

Number of members age 75 or older 5

Brief Summary of Services, Programs, or Activities that will be provided if request is approved.

Fees for the building are not to be used for meetings, food from restaurants, and to eat at restaurants and entertainment.

Organization Name: Baltimore Senior Citizens

<p>Please attach the following information in the order listed:</p> <ol style="list-style-type: none">1. Provide a current roster of members that includes full names, complete home addresses, including townships, phone numbers, and dates-of-birth.2. Provide the groups most current attendance log.3. Provide your complete budget for the current year including account balances using the enclosed financial report form.	
<p>Grant Applications are accepted during the month of September only. The Review Team will review all applications within 45 days of the end of the month.</p> <p>Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.</p> <p>Applicants may request a meeting with the review team to provide additional information within the 45-day review window.</p> <p>A standardized criteria form will be utilized in reviewing all senior group grant proposals.</p> <p>The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.</p>	<p>All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used <u>SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)</u>. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.</p>

Please mail or deliver the original grant application plus seven (7) copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm September 30, or by 3 pm the last business day before September 30. Proposals received after this date will not be considered. Postmarks do not waive this requirement.

I certify that the above information is true to the best of my knowledge.

Signature: Brenda Hancock Print name: Brenda Hancock
Title: President Date: 9/17/24

This form must be signed by the organization's president.

Levy Grants / Proposal-Sr. Clubs
Revised 11/10/2015
9/18/18



DATE: November 26, 2024
TO: The Fairfield County Commissioners
FROM: Bremen Senior Citizens
PURPOSE: Continuation of Senior Group's Activities for 2025
AMOUNT APPROVED: \$840.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$840.00 to be allocated to the Bremen Senior Citizens for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'. The signature is written in a cursive style and is positioned above a horizontal line.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Bremen Senior Citizens **SUMMARY SCORE**

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
21.00	7 complete copies + original submitted	
25.00	Cover Sheet complete and application signed.	
25.00	Completed financial report through August of grant year	
25.00	Complete membership roster	
24.00	Most current attendance log	
26.00	Completeness of grant	
27.00	Overall quality of the grant application	
25.00	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 198.00 Average 33.00	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / updated 11/10/2015

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

2025 Senior Groups - Grant Proposal Coversheet

Please print or type the information requested below.
Complete the coversheet, and sign the application before submitting.
Return the original copy plus seven (7) additional copies to:
Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130

I. General Information

Organization Name Bremen Senior Citizens	
Address (where your meetings are held) 161 Carter St., Bremen, OH 43107	Person supervising the program/activities Mona Borah
	Phone Number Fax Number
	Email BremenSeniorCitizens@gmail.com
Please List the Governing Body for your group: Trustees: Earl Lehman Lundy Drake	President Mona Borah Vice-President Secretary Mona Borah Treasurer Debra Miller

II. Service Project Information

Year your senior group was organized: 1974	Total number of members who are Fairfield County residents and age 60 or older 24
	Number of members age 75 or older 22
Brief Summary of Services, Programs, or Activities that will be provided if request is approved. If approved BSC will continue to provide a meeting place for seniors who wish to participate in the fellowship and programming provided at our monthly meetings. BSC will provide the meat and drinks required for each potluck lunch. BSC will provide entertainment, as available, each meeting. BSC will plan and offer a field trip each year at the members expense. BSC will plan an annual outing to a local eatery at the expense of BSC. BSC's goal is to provide an opportunity for good food, good fellowship, good fun and entertainment as well as educational opportunities.	

Organization Name: Bremen Senior Citizens

Please attach the following information in the order listed:

1. Provide a current roster of members that includes full names, complete home addresses, including townships, phone numbers, and dates-of-birth.
2. Provide the groups most current attendance log.
3. Provide your complete budget for the current year including account balances using the enclosed financial report form.

Grant Applications are accepted during the month of September only. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all senior group grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the original grant application plus seven (7) copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm September 30, or by 3 pm the last business day before September 30. Proposals received after this date will not be considered. Postmarks do not waive this requirement.

I certify that the above information is true to the best of my knowledge.

Signature: Mona A. Borah Print name: Mona S. Borah
 Title: Pres. Date 09-23-2024

This form must be signed by the organization's president.

Levy Grants / Proposal-Sr. Clubs
 Revised 11/10/2015
 9/18/18



DATE: November 26, 2024
TO: The Fairfield County Commissioners
FROM: Canal Winchester Senior Citizens Club
PURPOSE: Continuation of Senior Group's Activities for 2025
AMOUNT APPROVED: \$1,295.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$1,295.00 to be allocated to the Canal Winchester Senior Citizens Club for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Canal Winchester Senior Citizens Club

SUMMARY SCORE

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
21.00	7 complete copies + original submitted	
26.00	Cover Sheet complete and application signed.	
25.00	Completed financial report through August of grant year	
25.00	Complete membership roster	
25.00	Most current attendance log	
26.00	Completeness of grant	
27.00	Overall quality of the grant application	
19.00	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 194.00 Average 32.33	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Date: _____

Levy Grants / updated 11/10/2015

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
 Lancaster, OH 43130
 740-681-5050

2025 Senior Groups - Grant Proposal Coversheet

Please print or type the information requested below.
 Complete the coversheet and sign the application before submitting.
Return the original copy plus seven (7) additional copies to:
 Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130

I. General Information

Organization Name: Canal Winchester Senior Citizens Club		Federal I.D. #:
Address: 45 E Waterloo Street Canal Winchester OH 43110		Person supervising the program/activities: Tracy Weiland
Project Supervisor Home Address:	Phone Number:	Fax Number: NA
	Email Address:	
Please List the Governing Body for your group: President: Tracy Weiland Vice President: Ron Tarselli Secretary: Deb Crawford Treasurer: JoAnne Greene	Trustee:	Kathy Klise
	Trustee:	Virginia Kosch
	Trustee:	Debbie Rehl

II. Service Project Information

Year your senior group was organized: **1977**

Total number of members who are Fairfield County residents and age 60 or older: **37 Members FA County Only. In total we have 186 members in our Senior Citizens Club.**

**We do have additional FA County residents that attend/participate in activities, but they have not signed up to become a club member.*

Number of members age 75 or older: **16 Members FA County Only**

Brief Summary of Services, Programs, or Activities that will be provided if request is approved.

Funding provided through this grant is used to support club members in ways that affect their personal and social well-being, as well as physical health. Weekly congregate meals are prepared and enjoyed within the context of "community and connection," which provides a nutritious meal but also vital social connections. It also includes a monthly "Soup Kitchen" meal that is organized and carried out by Canal Winchester Human Services. This grant is to support the cost of the Tuesday weekly congregate meal. Other activities the Senior Club carries out are monthly bingo, weekly card and domino games, chair volleyball, arts, and crafts.

Please attach the following information in the order listed:

- ✓1. Provide a current roster of members that includes full names, complete home addresses, including townships, phone numbers, and dates-of-birth. **See Attached**
- ✓2. Provide the groups most current attendance log. **See Attached**
- ✓3. Provide your complete budget for the current year including account balances using the enclosed financial report form. **See page 3**

Grant Applications are accepted during the month of September only. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all senior group grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the original grant application plus seven (7) copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm September 30, or by 3 pm the last business day before September 30. Proposals received after this date will not be considered. Postmarks do not waive this requirement.

I certify that the above information is true to the best of my knowledge.

Signature: Tracy A. Weiland

Print name: Tracy A. Weiland

Title: President

Date 09/25/24

This form must be signed by the organization's president.

Levy Grants / Proposal-Sr. Clubs
Revised 11/10/2015
9/18/18



DATE: November 26, 2024
TO: The Fairfield County Commissioners
FROM: Fairfield Beach Senior Citizens
PURPOSE: Continuation of Senior Group's Activities for 2025
AMOUNT APPROVED: \$1,050.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$1,050.00 to be allocated to the Fairfield Beach Senior Citizens for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in cursive script that reads 'Donna Fox-Moore'.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Fairfield Beach Senior Citizens **SUMMARY SCORE**

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
21.00	7 complete copies + original submitted	
25.00	Cover Sheet complete and application signed.	
25.00	Completed financial report through August of grant year	
26.00	Complete membership roster	
23.00	Most current attendance log	
26.00	Completeness of grant	
24.00	Overall quality of the grant application	
25.00	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 195.00 Average 32.50	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / updated 11/10/2015

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

2025 Senior Groups - Grant Proposal Coversheet

Please print or type the information requested below.

Complete the coversheet, and sign the application before submitting.

Return the original copy plus seven (7) additional copies to:

Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130

I. General Information

Organization Name

Federal I.D. #

II. Service Project Information

Year your senior group was organized:

in the 1970's

Total number of members who are Fairfield County residents and age 60 or older 30

Number of members age 75 or older

Brief Summary of Services, Programs, or Activities that will be provided if request is approved.

This funding would provide us with the means to do the following:

- Pay rent for use of the meeting place and utilities for our monthly meeting.
- Buy meat for our potluck meal.
- Enable us to eat out for holidays.
- Pay for transportation of any trips we might take.
- Pay for speakers or entertainment at our meetings.
- Pay for postage and cards sent for birthdays, anniversaries, get-well, and sympathy.
- Also, it would pay for door prizes and miscellaneous items such as cups, napkins, plates, coffee, and tea.

Organization Name: Fairfield Beach Seniors

Please attach the following information in the order listed:

1. Provide a current roster of members that includes full names, complete home addresses, including townships, phone numbers, and dates-of-birth.
2. Provide the groups most current attendance log.
3. Provide your complete budget for the current year including account balances using the enclosed financial report form.

Grant Applications are accepted during the month of September only. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all senior group grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the original grant application plus seven (7) copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm September 30, or by 3 pm the last business day before September 30. Proposals received after this date will not be considered. Postmarks do not waive this requirement.

I certify that the above information is true to the best of my knowledge.

Signature: Carol A. Kitzmiller Print name: Carol Kitzmiller

Title: President Date: Sept 14 24

This form must be signed by the organization's president.

Levy Grants / Proposal-Sr. Clubs
Revised 11/10/2015
9/18/18



DATE: November 26, 2024
TO: The Fairfield County Commissioners
FROM: Millersport Senior Citizens Association
PURPOSE: Continuation of Senior Group's Activities for 2025
AMOUNT APPROVED: \$945.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$945.00 to be allocated to the Millersport Senior Citizens Association for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Millersport Senior Citizens Association **SUMMARY SCORE**

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
21.00	7 complete copies + original submitted	
26.00	Cover Sheet complete and application signed.	
25.00	Completed financial report through August of grant year	
25.00	Complete membership roster	
25.00	Most current attendance log	
26.00	Completeness of grant	
27.00	Overall quality of the grant application	
23.00	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 198.00 Average 33.00	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / updated 11/10/2015

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

2025 Senior Groups - Grant Proposal Coversheet

Please print or type the information requested below.
Complete the coversheet, and sign the application before submitting.
Return the original copy plus seven (7) additional copies to:
Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130

I. General Information

Organization Name Millersport Senior Citizens Association		Federal I.D. #	
Address (where your meetings are held) Millersport Lions Club House 2905 Chautauqua Blvd., Millersport		Person supervising the program/activities Richard Neff	
Project Supervisor Home Address		Phone Number	Fax Number
		Email	
		Address	
Please List the Governing Body for your group:		President Richard Neff Vice-President Dave Holtz Secretary Ruthanne Hammel Treasurer Debbie Gant	

II. Service Project Information

Year your senior group was organized: 1975 January 30	Total number of members who are Fairfield County residents and age 60 or older 9
	Number of members age 75 or older 18

Brief Summary of Services, Programs, or Activities that will be provided if request is approved.

Meet twice a month on 1st and 3rd Fridays. Enjoy potluck lunch at each meeting with an entree provided by the club for one meeting. Cards and bingo provided after business meeting. Occasionally, have speakers from such organizations as Sheriffs Dept., hospice, local Fire Dept. and local school superintendent and Meals on Wheels etc.

Visitation from local elementary students (playing games with them or them giving us a presentation) and high school students from the sign language class.

Support local White Christmas program providing food and gifts for families in need through the local high school.

Try to have a field trip for members to somewhere of interest that is accessible to all. Promote new membership by advertising in local newsletter. Provide a holiday meal for members for Thanksgiving and Christmas.

Rental of hall for meetings. Postage for birthday, anniversary and get well cards to members.

Please attach the following information in the order listed:

1. Provide a current roster of members that includes full names, complete home addresses, including townships, phone numbers, and dates-of-birth.
2. Provide the groups most current attendance log.
3. Provide your complete budget for the current year including account balances using the enclosed financial report form.

Grant Applications are accepted during the month of September only. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

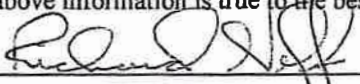
A standardized criteria form will be utilized in reviewing all senior group grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the original grant application plus seven (7) copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm September 30, or by 3 pm the last business day before September 30. Proposals received after this date will not be considered. Postmarks do not waive this requirement.

I certify that the above information is true to the best of my knowledge.

Signature:  Print name: RICHARD NEFF

Title: PRESIDENT, MILLERSPORT SENIORS Date SEPT. 10, 2024

This form must be signed by the organization's president.

Levy Grants / Proposal-Sr. Clubs
Revised 11/10/2015
9/18/18



DATE: November 26, 2024
TO: The Fairfield County Commissioners
FROM: Pleasantville Sociables
PURPOSE: Continuation of Senior Group's Activities for 2025
AMOUNT APPROVED: \$1,015.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$1,015.00 to be allocated to the Pleasantville Sociables for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Pleasantville Senior Citizens **SUMMARY SCORE**

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
21.00	7 complete copies + original submitted	
25.00	Cover Sheet complete and application signed.	
25.00	Completed financial report through August of grant year	
24.50	Complete membership roster	
24.50	Most current attendance log	
26.00	Completeness of grant	
26.00	Overall quality of the grant application	
25.00	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 197.00 Average 32.83	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____ Date: _____

Levy Grants / updated 11/10/2015

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

2025 Senior Groups - Grant Proposal Coversheet

Please print or type the information requested below.
Complete the coversheet, and sign the application before submitting.
Return the original copy plus seven (7) additional copies to:
Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130

I. General Information

Organization Name	Federal I.D. #	
Project Supervisor Home Address	Person supervising the program/activities	
	18 JANET HARVEY	
LANC, OH, 43130	Phone Number	Fax Number
	Email Address	
Please List the Governing Body for your group:	President JANET HARVEY Vice-President MARY EISINGER Secretary CHARLOTTE MYERS Treasurer CAROL WOLTZ	

II. Service Project Information

Year your senior group was organized: 1985	Total number of members who are Fairfield County residents and age 60 or older 5 3over90
	Number of members age 75 or older 28

- ① Brief Summary of Services, Programs, or Activities that will be provided if request is approved.
- ② we meet 4 times a week of every month
- ③ we have speakers the Sheriff Dept and Hospice very informative for seniors.
- ④ we provide xmas dinner a Deer Husbandman in Logan for all our members free.
- ⑤ Handsgwing we provide the meat and Potatoes + Rods
- ⑥ we took 6 trips this year
- | | | |
|---------------------------------------|----|----------|
| 3/12 Clayhouse Somerset | 11 | attended |
| 4/16 Bless Museum Lancaster | 15 | " |
| 4/24 Tulip Festival | 13 | |
| 5/14 Bison Ranch | 15 | |
| 6/11 Barber Shop Museum | 7 | |
| 8/13 Country Crust Bakery Bainbridge | 11 | |
| 9/10 Hocking Hills Lodge | 11 | |
| 10/10 Laurville Ireland + Amish store | | |
- we pay our drivers \$10 for Gas each trip
- ⑦ we donated \$131 to the Pleasanture Food Pantry

Organization Name: _____

- Please attach the following information in the order listed:
1. Provide a current roster of members that includes full names, complete home addresses, including townships, phone numbers, and dates-of-birth.
 2. Provide the groups most current attendance log.
 3. Provide your complete budget for the current year including account balances using the enclosed financial report form.

Grant Applications are accepted during the month of September only. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all senior group grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the original grant application plus seven (7) copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm September 30, or by 3 pm the last business day before September 30. Proposals received after this date will not be considered. Postmarks do not waive this requirement.

I certify that the above information is true to the best of my knowledge.

Signature: Janet G Harvey Print name: JANET G HARVEY
 Title: president Date: 9/24/24

This form must be signed by the organization's president.

Levy Grants / Proposal-Sr. Clubs
 Revised 11/10/2015
 9/18/18



DATE: November 26, 2024
TO: The Fairfield County Commissioners
FROM: Rushville Senior Citizens
PURPOSE: Continuation of Senior Group's Activities for 2025
AMOUNT APPROVED: \$875.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$875.00 to be allocated to the Rushville Senior Citizens for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'. The signature is written in a cursive style and is positioned above a horizontal line.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Rushville Senior Citizens **SUMMARY SCORE**

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
21.00	7 complete copies + original submitted	
26.00	Cover Sheet complete and application signed.	
26.00	Completed financial report through August of grant year	
27.00	Complete membership roster	
27.00	Most current attendance log	
28.00	Completeness of grant	
28.00	Overall quality of the grant application	
23.00	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 206.00 Average 34.33	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / updated 11/10/2015

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

2025 Senior Groups - Grant Proposal Coversheet

Please print or type the information requested below.
Complete the coversheet, and sign the application before submitting.
Return the original copy plus seven (7) additional copies to:
Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130

I. General Information

Organization Name Rushville Senior Citizens		Federal I.D. #	
Address (where your meetings are held) Rushville Union Lions Club 2960 Logan-Thornville Road, N.E. Rushville, Ohio 43150		Person supervising the program/activities Cindy Hill	
		Phone Number	Fax Number
		Email Address	
Please List the Governing Body for your group: Trustees: Charlotte Beyer (1 year) 2024 Jim Newell (2 years) 2025 Nancy Baker (3 years) 2026		President	Cindy Hill
		Vice-President	David Hill
		Secretary	Marilene Culp
		Treasurer	Marilene Culp

II. Service Project Information

Year your senior group was Organized: <u>1975</u>	Total number of members who are Fairfield County residents and age 60 or older <u>25</u>
	Number of members age 75 or older <u>20</u>
Brief Summary of Services, Programs, or Activities that will be provided if request is approved. Services to be provided for older adults, if funding is approved, will be for these existing programs which include monthly meat and drink purchases, eating out, rent for meeting facility, yearly programs, membership cards, entertainment and speakers for monthly meetings, game prizes, bingo prizes, door prizes, birthday cards, get well cards, postage for mailings, checks, treats for Christmas, Valentine's Day, Easter, Halloween and other special occasions.	

Please attach the following information in the order listed:

1. *For new groups only*, provide a brief history of your organization, including programs and activities for older adults in Fairfield County. (please provide this information on a separate sheet of paper)
2. Provide a current roster of members that includes full names, complete home addresses, including townships, phone numbers, and dates-of-birth.
3. Provide the groups most current attendance log.
4. Provide your complete budget for the current year including account balances using the enclosed financial report form.

Grant Applications are accepted during the month of September only. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all senior group grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the original grant application plus seven (7) copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm September 30, or by 3 pm the last business day before September 30. Proposals received after this date will not be considered. Postmarks do not waive this requirement.

I certify that the above information is true to the best of my knowledge.

Signature: Cindy Hill Printname: Cindy Hill
Title: President Date: September 24, 2024

This form must be signed by the organization's president.



DATE: November 26, 2024
TO: The Fairfield County Commissioners
RE: Levy Grant Request for 2025
FROM: Central Ohio Area Agency on Aging
PURPOSE: Volunteer Guardian Program in Fairfield County
AMOUNT APPROVED: \$10,000.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$10,000.00 to be allocated to the Central Ohio Area Agency on Aging for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Central Ohio Area Agency on Aging

SUMMARY SCORE

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
17	Original plus 7 complete copies of application sent?	
22	Face Sheet: completely filled out and signed?	
22	One page history of the organization including past & current services provided to older adults.	
22	A detailed, concise description of the service program needing funding.	
22	Names & qualifications of the person(s) who will supervise the services.	
23	Narrative on how they plan to implement the service program with the timetable.	
22	Clear definition of their unit-of-service.	
21	How many clients do they plan to serve during one year? Are these existing clients or new older adults they plan to seek out for services?	
21	How many units-of-service to they plan to provide to these clients during one year? Documentation of needs clearly explained?	
23	How they plan to evaluate the program's effectiveness? Will their plan allow for objective outcome evaluation?	
23	Explanation of their plans for ensuring the services will continue if/when levy funding ends.	
22	Service program budget. Comprehensive? Easily understood? Address all logical revenues and costs?	
24	If services are part of a larger program is this explained to your satisfaction?	
22	Percentage of other funding as compared to levy funding explained to your satisfaction?	
21	Did grant applicant provide a current financial statement and agency operating budget? Was explanatory information provided as appropriate to facilitate your understanding?	
22	Is a statement from the applicants governing body authorizing this grant request included in the application? Does the governing body agree to complete the service program if funded?	
21	Did grant applicant provide any additional supporting documentation or information as it relates to this request for funding?	
24	Completeness of the grant application	
24	Overall quality (professionalism) of the grant application.	
20	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 438 Average 87.60	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / Grant Ap Score Form

COPY

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

Community Grant Proposal Coversheet

Please print or type the information requested below.

Complete the coversheet and the other sections of the grant application.

Return the completed original copy plus seven (7) additional copies to:

The Senior Hub-Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130.

Note: The submission of this form alone does not constitute a completed application. All pages of this proposal must be completed prior to consideration by the review team.

Please follow the guidelines on the next page on completing the grant application.

I. General Information

Organization Name Central Ohio Area Agency on Aging		Federal I.D. #	
Address 3776 S High Street Columbus, OH 43207	Chief Executive Officer Katie White		
	Project Director Wendy Hux		
Project Address	Phone Number	Fax Number	
	Project Director's Email Address		

II. Service Project Information

Amount Requested 10,000	Time Period of Service Project From 1-1-2025 To 12-31-2025	
Brief Summary of Service(s) that will be provided if request is approved. Funds will be used to provide support and staffing to continue the Fairfield County Volunteer Guardian Program. Recruitment, screening and training will be conducted for local volunteers. Technical assistance and assessment of local referrals for guardianships are also provided by the program. These services increase the local pool of volunteers willing to serve as court-appointed guardians for Fairfield County individuals and are supported by matching funds from the Central Ohio Area Agency on Aging.		

III. Members of the Governing Board or Policymaking Body (Indicate any members who are also paid staff.)
(Attach a separate list if more convenient for you.)
See attached sheet of Advisory Board

On separate sheets, please attach the following information in the order listed:

1. A one-page history of your organization, including past and present programs and activities for older adults in Fairfield County.
2. A detailed description of the older adult service program needing levy funding. Existing or new? Please Explain what data was used to determine the need for this service/program.
3. The names and qualifications of the people who will supervise these services.
4. Definition of the program's unit-of-service. How you plan to implement these services, and your timetable.
5. How you will evaluate the effectiveness of these services? How many older adults will benefit from the service program? State projections of the number of older adults to be served and the unit-of-service goals per person.
6. Describe your plans for ensuring the continuation of the service program when the levy funding ends.
7. Provide the budget for this program. If part of a larger program, please note the percentage and dollar amount you expect to receive from all funding sources.
8. Provide a copy of your current financial statement and the operating budget of the organization.
9. Provide a statement from the Agency governing body authorizing this request and agreeing to complete the services if funded.

Grant Applications are accepted during the month of September. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.


A standardized criteria form will be utilized in reviewing all community grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the completed original copy plus seven (7) additional copies to The Senior Hub-Meals on Wheels-Older Adult Alternatives of Fairfield County, 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm on September 30 or 3:00pm of the last business day prior to September 30.
(Proposals postmarked after this date will not be considered for funding.)

I certify that the above information is true to the best of my knowledge.

Signature: 

Print name: Kaithe M. White

Title: Director

Date: 9/20/24

This form must be signed by the chief executive officer.



DATE: November 26, 2024
TO: The Fairfield County Commissioners
RE: Levy Grant Request for 2025
FROM: Guardianship Service Board
PURPOSE: Guardianship Services for Older Adults
AMOUNT APPROVED: \$86,600.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$86,600.00 to be allocated to Guardianship Service Board for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in blue ink that reads 'Donna Fox-Moore'. The signature is written in a cursive style and is positioned above a horizontal line.

Dona Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Guardianship Service Board

SUMMARY

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
17	Original plus 7 complete copies of application sent?	
22	Face Sheet: completely filled out and signed?	
22	One page history of the organization including past & current services provided to older adults.	
23	A detailed, concise description of the service program needing funding.	
21	Names & qualifications of the person(s) who will supervise the services.	
23	Narrative on how they plan to implement the service program with the timetable.	
20	Clear definition of their unit-of-service.	
21	How many clients do they plan to serve during one year? Are these existing clients or new older adults they plan to seek out for services?	
21	How many units-of-service to they plan to provide to these clients during one year? Documentation of needs clearly explained?	
22	How they plan to evaluate the program's effectiveness? Will their plan allow for objective outcome evaluation?	
21	Explanation of their plans for ensuring the services will continue if/when levy funding ends.	
22	Service program budget. Comprehensive? Easily understood? Address all logical revenues and costs?	
21	If services are part of a larger program is this explained to your satisfaction?	
22	Percentage of other funding as compared to levy funding explained to your satisfaction?	
22	Did grant applicant provide a current financial statement and agency operating budget? Was explanatory information provided as appropriate to facilitate your understanding?	
21	Is a statement from the applicants governing body authorizing this grant request included in the application? Does the governing body agree to complete the service program if funded?	
21	Did grant applicant provide any additional supporting documentation or information as it relates to this request for funding?	
24	Completeness of the grant application	
24	Overall quality (professionalism) of the grant application.	
19	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 429 85.8	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / Grant Ap Score Form

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

Community Grant Proposal Coversheet

Please print or type the information requested below.

Complete the coversheet and the other sections of the grant application.

Return the completed original copy plus seven (7) additional copies to:

The Senior Hub-Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130.

Note: The submission of this form alone does not constitute a completed application. All pages of this proposal must be completed prior to consideration by the review team.

Please follow the guidelines on the next page on completing the grant application.

I. General Information

Organization Name Fairfield County Guardianship Service Board		Federal I.D. #	
Address	Chief Executive Officer Joseph Nixon, Board Chairman		
	Project Director: Janet Stout		
Project Address	Phone Number	Fax Number 7	
	Project Director's Email Address janet.stout@fairfieldcountyohio.gov		

II. Service Project Information

Amount Requested \$86,600	Time Period of Service Project From January 1, 2025 To December 31, 2025
------------------------------	---

Brief Summary of Services that will be provided if request is approved.

With the proposed addition of a fifth case manager, the Fairfield County Guardianship Service Board (GSB) is projected to have a capacity to provide guardian services for up to 175 incompetent adult residents of Fairfield County in 2025. Of these 175, an estimated 77 will be 60 years or older. Each ward will receive nearly 6 times the contact hours than under the previous attorney guardian model. These guardian services provided by the GSB include making all medical, residential, comfort, safety, social, and end-of-life decisions.

The services will be funded by a pooled funding model including requests for equal financial participation (\$86,600 each) between the Board of Developmental Disabilities, the ADAMH Board, and Fairfield Medical Center; \$191,153 from Fairfield County Commissioners; as well as \$86,600 per this grant request from Senior Hub-Meals on Wheels Older Adult Alternatives of Fairfield County.

The levy language for Senior Hub-Meals on Wheels-Older Adult Alternatives speaks to its goal to provide "supportive services to older adult residents" including "aging services." The provision of decision-making and community collaboration by the Guardianship Service Board on behalf of incompetent older (60+) indigent Fairfield County residents is a basic building block in aging services which must be present to enable all other county services for this population to build upon. The GSB statistics currently demonstrate that 53% of the wards are victims of alleged abuse/neglect/exploitation and that without the GSB, these vulnerable adults are prevented from utilizing their own resources to obtain safety and independence.

Each individual client is assigned a guardian case manager who communicates with medical and mental health providers, direct care staff, and other supports such as Meals on Wheels, Central Ohio Area Agency on Aging/PASSPORT, representative payees, Job and Family Services, Social Security Administration and home care agencies. The case manager meets with the client on a regular basis to establish a relationship and to address any urgent needs. This collaborative effort ensures the safety of the client, provides for their basic needs, and assists them with activities of daily living. Our goal is to allow the adult to live life to the fullest in the least restrictive environment.

III. Members of the Governing Board or Policymaking Body (Indicate any members who are also paid staff.)
(Attach a separate list if more convenient for you.)

- A. Joseph Nixon – Sitterly, Vandervoort and Nixon Ltd, Probate Court appointment
- B. Cynthia Hillberry—Fairfield County Board of DD, Board of Disabilities appointment
- C. Cassidy Zaker—Mental Health America of Ohio, ADAMH Board appointment

On separate sheets, please attach the following information in the order listed:

1. A one-page history of your organization, including past and present programs and activities for older adults in Fairfield County.
2. A detailed description of the older adult service program needing levy funding. Existing or new? Please explain criteria or methods used to determine the need.
3. The names and qualifications of the persons who will supervise these services.
4. How you plan to implement these services, and your timetable. Definition of the program’s unit-of-service.
5. How you will evaluate the effectiveness of these services? How many older adults will benefit from the service program? State projections of the number of older adults to be served and the unit-of-service goals per person.
6. Describe your plans for ensuring the continuation of the service program when the levy funding ends.
7. Provide the budget for this program. If part of a larger program note the percentage and dollar amount you expect to receive from all funding sources.
8. Provide a copy of your current financial statement and the operating budget of the organization.
9. Provide a statement from the Agency governing body authorizing this request and agreeing to complete the services if funded.

Grant Applications are accepted during the month of September. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

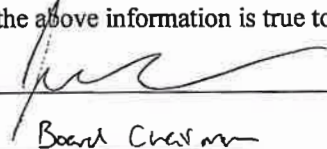
A standardized criteria form will be utilized in reviewing all community grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the completed original copy plus seven (7) additional copies to The Senior Hub-Meals on Wheels-Older Adult Alternatives of Fairfield County, 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm on September 30 or 3:00pm of the last business day prior to September 30. (Proposals postmarked after this date will not be considered for funding.)

I certify that the above information is true to the best of my knowledge.

Signature:  Print name: Joseph Nixon
 Title: Board Chairman Date: 9/26/24

This form must be signed by the chief executive officer.



DATE: November 26, 2024
TO: The Fairfield County Commissioners
RE: Levy Grant Request for 2025
FROM: Information & Referral of Fairfield County dba Fairfield County 211
PURPOSE: Provision of Older Adult Information and Referral Services
AMOUNT APPROVED: \$15,000.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$15,000.00 to be allocated to Information & Referral of Fairfield County for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'. The signature is written in a cursive style and is positioned above a horizontal line.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: [Information & Referral of Fairfield Co.-211](#)

SUMMARY SCORE

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
17	Original plus 7 complete copies of application sent?	
22	Face Sheet: completely filled out and signed?	
22	One page history of the organization including past & current services provided to older adults.	
22	A detailed, concise description of the service program needing funding.	
21	Names & qualifications of the person(s) who will supervise the services.	
20	Narrative on how they plan to implement the service program with the timetable.	
18	Clear definition of their unit-of-service.	
20	How many clients do they plan to serve during one year? Are these existing clients or new older adults they plan to seek out for services?	
20	How many units-of-service to they plan to provide to these clients during one year? Documentation of needs clearly explained?	
18	How they plan to evaluate the program's effectiveness? Will their plan allow for objective outcome evaluation?	
21	Explanation of their plans for ensuring the services will continue if/when levy funding ends.	
23	Service program budget. Comprehensive? Easily understood? Address all logical revenues and costs?	
22	If services are part of a larger program is this explained to your satisfaction?	
22	Percentage of other funding as compared to levy funding explained to your satisfaction?	
22	Did grant applicant provide a current financial statement and agency operating budget? Was explanatory information provided as appropriate to facilitate your understanding?	
21	Is a statement from the applicants governing body authorizing this grant request included in the application? Does the governing body agree to complete the service program if funded?	
19	Did grant applicant provide any additional supporting documentation or information as it relates to this request for funding?	
23	Completeness of the grant application	
23	Overall quality (professionalism) of the grant application.	
19	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 415 Average 83.00	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / Grant Ap Score Form

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

Community Grant Proposal Coversheet

Please print or type the information requested below.

Complete the coversheet and the other sections of the grant application.

Return the completed original copy plus seven (7) additional copies to:

The Senior Hub-Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130.

Note: The submission of this form alone does not constitute a completed application. All pages of this proposal must be completed prior to consideration by the review team.

Please follow the guidelines on the next page on completing the grant application.

I. General Information

Organization Name: Information & Referral Services of Fairfield County Federal I.D. #51-0152391	
Address: 108 W. Main Street, Suite C Lancaster, Ohio 43130	Chief Executive Officer Jeannette Curtis, Executive Director
	Project Director Jeannette Curtis
Project Address	Phone Number Fax Number
Same As Above	

II. Service Project Information

Amount Requested \$15,000	Time Period of Service Project From 1/1/2025 To 12/31/2025
------------------------------	--

Brief Summary of Service(s) that will be provided if request is approved.

Fairfield County 211 is requesting grant funding from The Senior Hub - Meals on Wheels-Older Adult Alternatives of Fairfield County for the provision of older adult information and referral services, supportive services, crisis services and wrap around services. These services include referrals for food, financial assistance, housing assistance and other requested services. The services also include crisis line support for older adults.

In 2023, 2-1-1 made 17,812 contacts with individuals aged 60 and older. We served 1,709 unduplicated, older adult clients in 2023. In 2023 we made 392 direct referrals to Meals on Wheels. We are able to offer extensive screening for our callers to make sure that the agency receives calls from older adults that they can potentially assist.

In 2009, Information & Referral of Fairfield County became a designated 211 Call Center, the 21st in Ohio and the capacity of the agency continues to grow. Fairfield County by Inform USA (formerly AIRS). Inform USA delineates specific standards related to older adults. The funding requested from MOW/OAA will help continue services and develop the capacity of the agency to address the needs of older adults in a more comprehensive and collaborative manner.

III. Members of the Governing Board or Policymaking Body (Indicate any members who are also paid staff.) (Attach a separate list if more convenient for you.)

See Attached

On separate sheets, please attach the following information in the order listed:

1. A one-page history of your organization, including past and present programs and activities for older adults in Fairfield County.
2. A detailed description of the older adult service program needing levy funding. Existing or new? Please Explain what data was used to determine the need for this service/program.
3. The names and qualifications of the people who will supervise these services.
4. Definition of the program's unit-of-service. How you plan to implement these services, and your timetable.
5. How you will evaluate the effectiveness of these services? How many older adults will benefit from the service program? State projections of the number of older adults to be served and the unit-of-service goals. per person.
6. Describe your plans for ensuring the continuation of the service program when the levy funding ends.
7. Provide the budget for this program. If part of a larger program, please note the percentage and dollar amount you expect to receive from all funding sources.
8. Provide a copy of your current financial statement and the operating budget of the organization.
9. Provide a statement from the Agency governing body authorizing this request and agreeing to complete the services if funded.

Grant Applications are accepted during the month of September. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all community grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the completed original copy plus seven (7) additional copies to The Senior Hub-Meals on Wheels-Older Adult Alternatives of Fairfield County, 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm on September 30 or 3:00pm of the last business day prior to September 30. (Proposals postmarked after this date will not be considered for funding.)

I certify that the above information is true to the best of my knowledge.

Signature:  Print name: Leannette Curtis

Title: Executive Director Date: 9/26/2024

This form must be signed by the chief executive officer.



DATE: November 26, 2024
TO: The Fairfield County Commissioners
RE: Levy Grant Request for 2025
FROM: Lancaster-Fairfield Community Action Agency
PURPOSE: Administration and Provision Services to seniors in Fairfield County
AMOUNT APPROVED: \$10,000.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$10,000.00 to be allocated to the Lancaster-Fairfield Community Action Agency for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'. The signature is written in a cursive style.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Lancaster-Fairfield Community Action Agency

SUMMARY SCORE

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
16	Original plus 7 complete copies of application sent?	
21	Face Sheet: completely filled out and signed?	
21	One page history of the organization including past & current services provided to older adults.	
21	A detailed, concise description of the service program needing funding.	
22	Names & qualifications of the person(s) who will supervise the services.	
22	Narrative on how they plan to implement the service program with the timetable.	
20	Clear definition of their unit-of-service.	
22	How many clients do they plan to serve during one year? Are these existing clients or new older adults they plan to seek out for services?	
21	How many units-of-service to they plan to provide to these clients during one year? Documentation of needs clearly explained?	
21	How they plan to evaluate the program's effectiveness? Will their plan allow for objective outcome evaluation?	
20	Explanation of their plans for ensuring the services will continue if/when levy funding ends.	
20	Service program budget. Comprehensive? Easily understood? Address all logical revenues and costs?	
22	If services are part of a larger program is this explained to your satisfaction?	
21	Percentage of other funding as compared to levy funding explained to your satisfaction?	
22	Did grant applicant provide a current financial statement and agency operating budget? Was explanatory information provided as appropriate to facilitate your understanding?	
21	Is a statement from the applicants governing body authorizing this grant request included in the application? Does the governing body agree to complete the service program if funded?	
19	Did grant applicant provide any additional supporting documentation or information as it relates to this request for funding?	
23	Completeness of the grant application	
23	Overall quality (professionalism) of the grant application.	
18	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 416	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language?	
Average 83.20	1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations	
	4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / Grant Ap Score Form

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

Community Grant Proposal Coversheet

Please print or type the information requested below.

Complete the coversheet and the other sections of the grant application.

Return the completed original copy plus seven (7) additional copies to:

The Senior Hub-Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130.

Note: The submission of this form alone does not constitute a completed application. All pages of this proposal must be completed prior to consideration by the review team.

Please follow the guidelines on the next page on completing the grant application.

I. General Information

Organization Name Lancaster-Fairfield Community Action Agency		Federal I.D. #	
Address 1743 East Main Street PO Box 768 Lancaster, Ohio 43130		Chief Executive Officer Clinton Davis	
		Project Director Linda Wilson	
Project Address 1743 East Main Street PO Box 768 Lancaster, Ohio 43130		Phone Number	Fax Number
		Project Director's Email Address	

II. Service Project Information

Amount Requested \$10,000	Time Period of Service Project From January 1, 2025 To December 31, 2025	
<p>Brief Summary of Service(s) that will be provided if request is approved.</p> <p>Lancaster-Fairfield Community Action Agency (LFCAA) is proposing to provide services to older adults through the administration and provision of emergency food and hygiene items. Each request will be customized to meet the individual needs at LFCAA's food pantry, as many seniors have specific dietary restrictions and health challenges or conditions. Items offered will include milk, meat, bread, soup, pasta, fresh fruits/vegetables, cereal, eggs, and other necessary food items as needed/available and toiletries. Delivery services are available when necessary for those who are unable to pick up items at the agency and also to the low-income, senior/disabled properties including Pershing House and Livingston Arms. Also, throughout the holiday seasons, the Agency offers Christmas food boxes for seniors, Easter hams and Thanksgiving turkeys. Though emergency food is the primary objective of the food pantry, by seeking assistance at our agency, seniors are provided the opportunity to access many other services they may need to remain self-sufficient. (See agency description of services in Section 1.)</p>		

III. Members of the Governing Board or Policymaking Body (Indicate any members who are also paid staff.)
(Attach a separate list if more convenient for you.)

Please see attached list of Governing Board Members.

On separate sheets, please attach the following information in the order listed:

1. A one-page history of your organization, including past and present programs and activities for older adults in Fairfield County.
2. A detailed description of the older adult service program needing levy funding. Existing or new? Please Explain what data was used to determine the need for this service/program.
3. The names and qualifications of the people who will supervise these services.
4. Definition of the program's unit-of-service. How you plan to implement these services, and your timetable.
5. How you will evaluate the effectiveness of these services? How many older adults will benefit from the service program? State projections of the number of older adults to be served and the unit-of-service goals per person.
6. Describe your plans for ensuring the continuation of the service program when the levy funding ends.
7. Provide the budget for this program. If part of a larger program, please note the percentage and dollar amount you expect to receive from all funding sources.
8. Provide a copy of your current financial statement and the operating budget of the organization.
9. Provide a statement from the Agency governing body authorizing this request and agreeing to complete the services if funded.

Grant Applications are accepted during the month of September. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

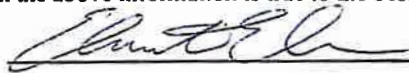
A standardized criteria form will be utilized in reviewing all community grant proposals.

The Board of Trustees of MOW-OAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the completed original copy plus seven (7) additional copies to The Senior Hub-Meals on Wheels-Older Adult Alternatives of Fairfield County, 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm on September 30 or 3:00pm of the last business day prior to September 30.
(Proposals postmarked after this date will not be considered for funding.)

I certify that the above information is true to the best of my knowledge.

Signature:  Print name: Clinton Davis

Title: Executive Director Date: 9/23/2024

This form must be signed by the chief executive officer.



DATE: November 26, 2024

TO: The Fairfield County Commissioners

RE: Levy Grant Request for 2025

FROM: Olivedale Senior Citizens

PURPOSE: Funding for Health Fair and other Activities for older adults.

AMOUNT APPROVED: \$8,000.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$8,000.00 to be allocated to the Olivedale Senior Citizens for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Olivedale Senior Citizens Membership

SUMMARY

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
16	Original plus 7 complete copies of application sent?	
22	Face Sheet: completely filled out and signed?	
21	One page history of the organization including past & current services provided to older adults.	
23	A detailed, concise description of the service program needing funding.	
16	Names & qualifications of the person(s) who will supervise the services.	
18	Narrative on how they plan to implement the service program with the timetable.	
18	Clear definition of their unit-of-service.	
19	How many clients do they plan to serve during one year? Are these existing clients or new older adults they plan to seek out for services?	
18	How many units-of-service to they plan to provide to these clients during one year? Documentation of needs clearly explained?	
17	How they plan to evaluate the program's effectiveness? Will their plan allow for objective outcome evaluation?	
16	Explanation of their plans for ensuring the services will continue if/when levy funding ends.	
17	Service program budget. Comprehensive? Easily understood? Address all logical revenues and costs?	
16	If services are part of a larger program is this explained to your satisfaction?	
17	Percentage of other funding as compared to levy funding explained to your satisfaction?	
16	Did grant applicant provide a current financial statement and agency operating budget? Was explanatory information provided as appropriate to facilitate your understanding?	
16	Is a statement from the applicants governing body authorizing this grant request included in the application? Does the governing body agree to complete the service program if funded?	
14	Did grant applicant provide any additional supporting documentation or information as it relates to this request for funding?	
18	Completeness of the grant application	
19	Overall quality (professionalism) of the grant application.	
14	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 351 Average 87.75	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / Grant Ap Score Form

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

Community Grant Proposal Coversheet

Please print or type the information requested below.

Complete the coversheet and the other sections of the grant application.

Return the completed original copy plus seven (7) additional copies to:

The Senior Hub-Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130.

Note: The submission of this form alone does not constitute a completed application. All pages of this proposal must be completed prior to consideration by the review team.

Please follow the guidelines on the next page on completing the grant application.

I. General Information

Organization Name Olivedale Senior Citizens of Fairfield County, Inc.		Federal I.D. #	
Address 253 Boving Road Lancaster, OH 43130		Chief Executive Officer Jim Brownfield, Board President	
		Project Director Carla Young, Olivedale Park Supervisor	
Project Address 253 Boving Road Lancaster, OH 43130		Phone Number	Fax Number 740-681-5020
		Project Director's Email Address carla@olivedale.com	

II. Service Project Information

Amount Requested \$4,000	Time Period of Service Project From 01/01/2025 To 12/31/2025
Brief Summary of Service(s) that will be provided if request is approved. On behalf of the Olivedale Senior Citizens of Fairfield County, Inc., a non-profit organization dedicated to enhancing the lives of adults aged 60 and over in our community, we are seeking a grant of \$4,000 to support a community health fair aimed at enriching the lives of seniors over 60 in Fairfield County. This event, scheduled for May 17, 2025, is designed to attract at least 200 seniors and provide them with valuable health resources and services. The funds will be allocated for complimentary T-shirts, tote bags, and sack lunches, enhancing the experience for our attendees. Additionally, a portion of the grant will be used for advertising efforts to ensure robust attendance.	

III. Members of the Governing Board or Policymaking Body (Indicate any members who are also paid staff.)
(Attach a separate list if more convenient for you.)

Jim Brownfield, Board President
Karen Sanner, Treasurer
Carla Young, Park Supervisor

Nancy Blair, Board Vice President
Kelly Prinz, Secretary

On separate sheets, please attach the following information in the order listed:

1. A one-page history of your organization, including past and present programs and activities for older adults in Fairfield County.
2. A detailed description of the older adult service program needing levy funding. Existing or new? Please Explain what data was used to determine the need for this service/program.
3. The names and qualifications of the people who will supervise these services.
4. Definition of the program's unit-of-service. How you plan to implement these services, and your timetable.
5. How you will evaluate the effectiveness of these services? How many older adults will benefit from the service program? State projections of the number of older adults to be served and the unit-of-service goals per person.
6. Describe your plans for ensuring the continuation of the service program when the levy funding ends.
7. Provide the budget for this program. If part of a larger program, please note the percentage and dollar amount you expect to receive from all funding sources.
8. Provide a copy of your current financial statement and the operating budget of the organization.
9. Provide a statement from the Agency governing body authorizing this request and agreeing to complete the services if funded.

Grant Applications are accepted during the month of September. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all community grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the completed original copy plus seven (7) additional copies to The Senior Hub-Meals on Wheels-Older Adult Alternatives of Fairfield County, 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm on September 30 or 3:00pm of the last business day prior to September 30.
(Proposals postmarked after this date will not be considered for funding.)

I certify that the above information is true to the best of my knowledge.

Signature: Jim Brownfield Print name: Jim Brownfield

Title: Board President, Olivedale Senior Citizens Date 9/18/2024

This form must be signed by the chief executive officer.



DATE: November 26, 2024
TO: The Fairfield County Commissioners
RE: Levy Grant Request for 2025
FROM: Fairfield County Public Transit
PURPOSE: Transportation Program for seniors in Fairfield County
AMOUNT APPROVED: \$80,785.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$80,785.00 to be allocated to the Fairfield County Public Transit for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: Fairfield County Public Transit

SUMMARY SCORE

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
16	Original plus 7 complete copies of application sent?	
22	Face Sheet: completely filled out and signed?	
21	One page history of the organization including past & current services provided to older adults.	
22	A detailed, concise description of the service program needing funding.	
19	Names & qualifications of the person(s) who will supervise the services.	
22	Narrative on how they plan to implement the service program with the timetable.	
22	Clear definition of their unit-of-service.	
23	How many clients do they plan to serve during one year? Are these existing clients or new older adults they plan to seek out for services?	
23	How many units-of-service to they plan to provide to these clients during one year? Documentation of needs clearly explained?	
23	How they plan to evaluate the program's effectiveness? Will their plan allow for objective outcome evaluation?	
21	Explanation of their plans for ensuring the services will continue if/when levy funding ends.	
23	Service program budget. Comprehensive? Easily understood? Address all logical revenues and costs?	
22	If services are part of a larger program is this explained to your satisfaction?	
23	Percentage of other funding as compared to levy funding explained to your satisfaction?	
23	Did grant applicant provide a current financial statement and agency operating budget? Was explanatory information provided as appropriate to facilitate your understanding?	
21	Is a statement from the applicants governing body authorizing this grant request included in the application? Does the governing body agree to complete the service program if funded?	
18	Did grant applicant provide any additional supporting documentation or information as it relates to this request for funding?	
24	Completeness of the grant application	
23	Overall quality (professionalism) of the grant application.	
20	Is this request one the voters would want or expect MOW-OAAFC to approve?	
Total 431 Average 86.20	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / Grant Ap Score Form

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

Community Grant Proposal Coversheet

Please print or type the information requested below.

Complete the coversheet and the other sections of the grant application.

Return the completed original copy plus seven (7) additional copies to:

Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130.

Note: The submission of this form alone does not constitute a completed application. All pages of this proposal must be completed prior to consideration by the review team.

Please follow the guidelines on the next page on completing the grant application.

I. General Information

Organization Name Fairfield County Public Transit		Federal I.D. #	
Address 746 Lawrence St Lancaster Ohio 43130	Chief Executive Officer Aundrea Cordle, County Administrator		
	Project Director Aaron Kennedy, Director		
Project Address 746 Lawrence St Lancaster Ohio 43130	Phone Number	Fax Number	
	740.681.5086	740.681.5088	
Project Director's Email Address Aaron.kennedy@fairfieldcountyohio.gov			

II. Service Project Information

Amount Requested \$66,250.00	Time Period of Service Project	
	From 1/1/2025	To 12/31/2025
Brief Summary of Services that will be provided if request is approved.		
<p>MOW-OAA grant funds will be used as local match for State and Federal dollars (a 50/50 match) to Fairfield County Public Transit to provide public transportation throughout all of Fairfield County and to ensure the availability of safe, accessible, and affordable transportation to all individuals ages 60 and over throughout the county. Thanks to the past support, we have continued to increase our capacity to provide this service throughout the county since 2010. Ridership of this demographic has increased 137% since 2010 and has doubled since 2020. These funds will help meet the increased transportation demands of this demographic.</p>		

III. Members of the Governing Board or Policymaking Body (Indicate any members who are also paid staff.)
(Attach a separate list if more convenient for you.)

Fairfield County Commissioners (Exhibit A)
Aundrea Cordle, Fairfield County Administrator
Rick Szabrak, Director, Fairfield County Economic and Workforce Development
Aaron Kennedy, Director, Fairfield County Public Transit
Alex Ewers, Rural program Coordinator, Office of Transit, ODOT
Chuck Dyer, Administrator, Office of Transit, ODOT

- On separate sheets, please attach the following information in the order listed:
1. A one-page history of your organization, including past and present programs and activities for older adults in Fairfield County.
 2. A detailed description of the older adult service program needing levy funding. Existing or new? Please explain criteria or methods used to determine the need.
 3. The names and qualifications of the persons who will supervise these services.
 4. How you plan to implement these services, and your timetable. Definition of the program's unit-of-service.
 5. How you will evaluate the effectiveness of these services? How many older adults will benefit from the service program? State projections of the number of older adults to be served and the unit-of-service goals per person.
 6. Describe your plans for ensuring the continuation of the service program when the levy funding ends.
 7. Provide the budget for this program. If part of a larger program notes the percentage and dollar amount you expect to receive from all funding sources.
 8. Provide a copy of your current financial statement and the operating budget of the organization.
 9. Provide a statement from the Agency governing body authorizing this request and agreeing to complete the services if funded.

Grant Applications are accepted during the month of September. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all community grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the completed original copy plus seven (7) additional copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm on September 30 or 3:00pm of the last business day prior to September 30.
(Proposals postmarked after this date will not be considered for funding.)

I certify that the above information is true to the best of my knowledge.

Signature: Aaron Kennedy Print name: Aaron Kennedy
Title: Director Date: 09/20/2024

This form must be signed by the chief executive officer.



DATE: November 26, 2024
TO: The Fairfield County Commissioners
RE: Levy Grant Request for 2025
FROM: Pickerington Senior Citizen's Center Inc.

PURPOSE: To supplement for the cost of monthly meat purchases for meetings, and the cost of Thanksgiving and Christmas Meal delivery.

AMOUNT APPROVED: \$3,000.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$3,000.00 to be allocated to Pickerington Senior Citizen's Center Inc. for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

A handwritten signature in black ink that reads 'Donna Fox-Moore'.

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: The Pickerington Senior Center

SUMMARY SCORE

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
16	Original plus 7 complete copies of application sent?	
21	Face Sheet: completely filled out and signed?	
20	One page history of the organization including past & current services provided to older adults.	
17	A detailed, concise description of the service program needing funding.	
18	Names & qualifications of the person(s) who will supervise the services.	
15	Narrative on how they plan to implement the service program with the timetable.	
15	Clear definition of their unit-of-service.	
14	How many clients do they plan to serve during one year? Are these existing clients or new older adults they plan to seek out for services?	
14	How many units-of-service to they plan to provide to these clients during one year? Documentation of needs clearly explained?	
14	How they plan to evaluate the program's effectiveness? Will their plan allow for objective outcome evaluation?	
14	Explanation of their plans for ensuring the services will continue if/when levy funding ends.	
11	Service program budget. Comprehensive? Easily understood? Address all logical revenues and costs?	
14	If services are part of a larger program is this explained to your satisfaction?	
12	Percentage of other funding as compared to levy funding explained to your satisfaction?	
10	Did grant applicant provide a current financial statement and agency operating budget? Was explanatory information provided as appropriate to facilitate your understanding?	
14	Is a statement from the applicants governing body authorizing this grant request included in the application? Does the governing body agree to complete the service program if funded?	
12	Did grant applicant provide any additional supporting documentation or information as it relates to this request for funding?	
12	Completeness of the grant application	
12	Overall quality (professionalism) of the grant application.	
16	Is this request one the voters would want or expect MOW-OAAFC to approve?	
291 Average 58.20	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

582

Reviewed By: _____

Date: _____

Levy Grants / Grant Ap Score Form

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
 Lancaster, OH 43130
 740-681-5050

Community Grant Proposal Coversheet

Please print or type the information requested below.

Complete the coversheet and the other sections of the grant application.

Return the completed original copy plus seven (7) additional copies to:

Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130.

Note: The submission of this form alone does not constitute a completed application. All pages of this proposal must be completed prior to consideration by the review team. Please follow the guidelines on the next page on completing the grant application.

I. General Information

Organization Name Pickerington Senior Center	Federal I.D. #
Address 150 Hereford Drive Pickerington, OH 43147	Chief Executive Officer Annabelle Marion, President Board of Trustees Project Director
Project Address 150 Hereford Drive Pickerington, OH 43147	Phone Number Fax Number Project Director's Email Address

II. Service Project Information

Amount Requested \$ 12,000	Time Period of Service Project From Jan. 1, 2025 To Dec. 31, 2025
Brief Summary of Services that will be provided if request is approved. Th Pickerington Senior Center provides regular activities, health series, special sessions and referral services outlined below. PHYSICAL HEALTH PROGRAMS Provides facilities for life screening tests by a visiting professional staff; makes available blood pressure checks. Exercise equipment and a self check blood pressure equipment is available at all times. The Center provides facilities for other visiting health professionals such as podiatrists. Also provides facilities for strength training, aerobics and dancing. Social PROGRAMS Monthly luncheons provide social interaction as the monthly luncheon where all members can share their expertise in cooking. The luncheon is followed by a variety of programs, which range from updates of government programs to reports by the county sheriff's office to entertainment by musicians. The entertainment is paid for by the Center.	

III. Members of the Governing Board or Policymaking Body (Indicate any members who are also paid staff.)

(Attach a separate list if more convenient for you.)

Annabelle Marion	Jeanne Carroll	Bill Cook
Linwood Connell	Ed Drobin	Karen Edwards
Larry Frazee	Jim Schumacher	Vickie Witten

On separate sheets, please attach the following information in the order listed:

1. A one-page history of your organization, including past and present programs and activities for older adults in Fairfield County.
2. A detailed description of the older adult service program needing levy funding. Existing or new? Please explain criteria or methods used to determine the need.
3. The names and qualifications of the persons who will supervise these services.
4. How you plan to implement these services, and your timetable. Definition of the program's unit-of-service.
5. How you will evaluate the effectiveness of these services? How many older adults will benefit from the service program? State projections of the number of older adults to be served and the unit-of-service goals per person.
6. Describe your plans for ensuring the continuation of the service program when the levy funding ends.
7. Provide the budget for this program. If part of a larger program note the percentage and dollar amount you expect to receive from all funding sources.
8. Provide a copy of your current financial statement and the operating budget of the organization.
9. Provide a statement from the Agency governing body authorizing this request and agreeing to complete the services if funded.

Grant Applications are accepted during the month of September. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all community grant proposals.

The Board of Trustees of MOW-OA AFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND OLDER)**. Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the completed original copy plus seven (7) additional copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm on September 30 or 3:00pm of the last business day prior to September 30.

(Proposals postmarked after this date will not be considered for funding.)

I certify that the above information is true to the best of my knowledge.

Signature Annabelle Marion

Print Name

Title: President of the Board

Date: Sept. 24, 2024

This form must be signed by the chief executive officer.



DATE: November 26, 2024
TO: The Fairfield County Commissioners
RE: Levy Grant Request for 2025
FROM: United Way of Fairfield County
PURPOSE: Tax Assistance Program for Seniors
AMOUNT APPROVED: \$5,000.00

A quorum of members was in attendance at the November 21, 2024 meeting of the Board of Trustees of Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

As recommended by the Grant Review Committee, the Board of Trustees of Meals on Wheels-OAAFC voted to approve a grant, to be funded by the MOW Senior Services Levy, in the amount of \$5,000.00 to be allocated to United Way of Fairfield County for the purposes stated in the attached grant proposal for the year 2025. Please do not pay out the grant funds until after 02/01/2025.

The action of the Board of Trustees is hereby certified by

Donna Fox-Moore, Treasurer, Board of Trustees

MOW-OAAFC LEVY GRANT APPLICATION CRITERIA REVIEW FORM

APPLICANT: The United Way Fairfield Co.-Tax Assistance Program

SUMMARY SCORE

Score each question from 1 to 5, with 1 being the lowest and 5 the highest score. (see note near bottom of page)

SCORE	APPLICATION CRITERIA	REVIEWERS NOTES
16	Original plus 7 complete copies of application sent?	
21	Face Sheet: completely filled out and signed?	
21	One page history of the organization including past & current services provided to older adults.	
23	A detailed, concise description of the service program needing funding.	
23	Names & qualifications of the person(s) who will supervise the services.	
22	Narrative on how they plan to implement the service program with the timetable.	
22	Clear definition of their unit-of-service.	
22	How many clients do they plan to serve during one year? Are these existing clients or new older adults they plan to seek out for services?	
22	How many units-of-service to they plan to provide to these clients during one year? Documentation of needs clearly explained?	
21	How they plan to evaluate the program's effectiveness? Will their plan allow for objective outcome evaluation?	
20	Explanation of their plans for ensuring the services will continue if/when levy funding ends.	
21	Service program budget. Comprehensive? Easily understood? Address all logical revenues and costs?	
21	If services are part of a larger program is this explained to your satisfaction?	
21	Percentage of other funding as compared to levy funding explained to your satisfaction?	
21	Did grant applicant provide a current financial statement and agency operating budget? Was explanatory information provided as appropriate to facilitate your understanding?	
21	Is a statement from the applicants governing body authorizing this grant request included in the application? Does the governing body agree to complete the service program if funded?	
21	Did grant applicant provide any additional supporting documentation or information as it relates to this request for funding?	
22	Completeness of the grant application	
21	Overall quality (professionalism) of the grant application.	
17	Is this request one the voters would want or expect MOW-OAAFC to approve?	
419 Average 83.80	Utilizing the 1 - 5 scoring scale, how closely does this grant application follow the Ballot Language? 1 = Unacceptable 2 = Below Expectations 3 = Meets Expectations 4 = Above Expectations 5 = Exceptional	

Reviewed By: _____

Date: _____

Levy Grants / Grant Ap Score Form

Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc.

1515 Cedar Hill Road
Lancaster, OH 43130
740-681-5050

Community Grant Proposal Coversheet

Please print or type the information requested below.

Complete the coversheet and the other sections of the grant application.

Return the completed original copy plus seven (7) additional copies to:

The Senior Hub-Meals on Wheels-OAAFC, 1515 Cedar Hill Road, Lancaster, Ohio 43130.

Note: The submission of this form alone does not constitute a completed application. All pages of this proposal must be completed prior to consideration by the review team.

Please follow the guidelines on the next page on completing the grant application.

I. General Information

Organization Name United Way of Fairfield County	Federal I.D. #
Address 115 S Broad St PO Box 2299 Lancaster, OH, 43130	Chief Executive Officer Christine Simmons
	Project Director Sheila Jacobs, Tax Program Specialist
Project Address 115 S Broad St, PO Box 2299 Lancaster, OH, 43130	Phone Number Fax Number 740-653-0643
	Project Director's Email Address SJacobs@uwayfairfieldco.org

II. Service Project Information

Amount Requested \$5,000	Time Period of Service Project From 1/1/2025 To 12/31/2025
-----------------------------	--

Brief Summary of Services that will be provided if request is approved.

The United Way of Fairfield County (UWFC) has provided free tax preparation through the Volunteer Income Tax Assistance (VITA) program since January 2007. The purpose of this program is to increase financial stability in the community. The program allows UWFC to assist families in our community to file Federal and State taxes for income eligible households (income guidelines change each year per IRS). The program began with two trained volunteers for the initial season.

In 2012, UWFC added the Tax Counseling for the Elderly (TCE) program. **The TCE program allows individuals who are 60+ to have their taxes prepared for free**, regardless of income. Although, in accordance with IRS guidelines, there are limitations and certain types of returns that cannot be prepared by our site. The TCE program has continued to grow and has doubled the number of clients served since it began.

The tax program would not be possible without the two part-time paid staff who are our site coordinators and tax program trainers. An IRS TCE grant does not cover any salaries; therefore, we are respectfully requesting \$5,000 from MOW-OAAFC to help cover the cost of the two part-time site coordinators.

III. Members of the Governing Board or Policymaking Body (Indicate any members who are also paid staff.) (Attach a separate list if more convenient for you.) UWFC is governed by the following volunteer Board:

Officers: Keith Kumler (President), Theresa Byers (Secretary), Gail Chrisley (Vice President), Nathan Hale (Treasurer)

Trustees: Gareth Boyd, Amy LaRe, Robin Rhodes, John Pekar, Paul Moentmann, Steven Davis, JD Postage, Becky Schaade, Mark Matthews, Evan Saunders

On separate sheets, please attach the following information in the order listed:

1. A one-page history of your organization, including past and present programs and activities for older adults in Fairfield County.
2. A detailed description of the older adult service program needing levy funding. Existing or new? Please explain criteria or methods used to determine the need.
3. The names and qualifications of the persons who will supervise these services.
4. How you plan to implement these services, and your timetable. Definition of the program's unit-of-service.
5. How you will evaluate the effectiveness of these services? How many older adults will benefit from the service program? State projections of the number of older adults to be served and the unit-of-service goals per person.
6. Describe your plans for ensuring the continuation of the service program when the levy funding ends.
7. Provide the budget for this program. If part of a larger program note the percentage and dollar amount you expect to receive from all funding sources.
8. Provide a copy of your current financial statement and the operating budget of the organization.
9. Provide a statement from the Agency governing body authorizing this request and agreeing to complete the services if funded.

Grant Applications are accepted during the month of September. The Review Team will review all applications within 45 days of the end of the month.

Applicants may be asked to meet with the Review Team to present more information and/or clarify issues.

Applicants may request a meeting with the review team to provide additional information within the 45-day review window.

A standardized criteria form will be utilized in reviewing all community grant proposals.

The Board of Trustees of MOW-OAAFC will vote on the proposals as recommended by the review team at the regular meeting scheduled in November. Proposals may be tabled to allow for additional information gathering and the vote delayed until the next regularly scheduled meeting of the Board of Trustees.

All grants are funded by the Fairfield County Senior Services Levy, and accordingly grant funds may be used **SOLELY FOR**

SUPPORTING SERVICES FOR OLDER ADULT RESIDENTS (AGED 60 AND

OLDER). Pursuant to Ohio Law, no grant funds may be used for permanent improvements, meaning the acquisition of any property, asset, or improvement with an estimated life or usefulness of five years or more, including land and interests therein, and reconstructions, enlargements, and extensions thereof having an estimated life or usefulness of five years or more.

Please mail or deliver the completed original copy plus seven (7) additional copies to Meals on Wheels-Older Adult Alternatives of Fairfield County, 1515 Cedar Hill Road, Lancaster, OH 43130 by the deadline of 3:00pm on September 30 or 3:00pm of the last business day prior to September 30. (Proposals postmarked after this date will not be considered for funding.)

I certify that the above information is true to the best of my knowledge.

Signature: Christine Simmons Print name: Christine Simmons

Title: Chief Executive Officer Date 9-26-24

This form must be signed by the chief executive officer.

Signature Page

Resolution No. 2024-12.10.b

A Resolution Approving Community Grant Awards for the Meals on Wheels Older Adults Services (The Senior Hub) Levy

(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 Additional Community Grant Award Outside of the 2025 Grant Cycle for the Meals on Wheels Older Adults Services (The Senior Hub) Levy

WHEREAS, Meals on Wheels Older Adult Alternatives of Fairfield County (The Senior Hub), is the recipient of monies collected pursuant to the Older Adult Services Levy, passed by the voters of Fairfield County on November 4, 2008; renewed on November 7, 2013, renewed and increased November 6, 2018, and renewed and increased November 7, 2023; and

WHEREAS, pursuant to resolution 2019-09.03.a, the Fairfield County Board of Commissioners and Meals on Wheels – Older Adult Alternatives of Fairfield County, entered into a contract delineating duties, obligations, and responsibilities the parties have regarding monies collected pursuant to the Older Adult Service Levy; and

WHEREAS, pursuant to said contract, various agencies and senior citizen organizations have applied through the Meals on Wheels Board of Trustees for grant funding; and

WHEREAS, the Meals on Wheels Board of Trustees has considered and voted on the applications and forwarded to the Board of Commissioners copies of the successful grant applications and the criteria scoring summary form on November 21, 2024; and

WHEREAS, the Fairfield County Board of Commissioners have considered in a separate resolution the Meals on Wheels Grant Review Committee's recommendation of fully funding the requests of all eight senior clubs and all eight community-based organizations, and allocating an additional \$14,525.00 above the amount requested by and to Fairfield County Transit; and

WHEREAS, on November 22, 2024, Anna Tobin, on behalf of the Meals on Wheels Board of Trustees, submitted a request for an additional grant recipient outside of the grant cycle which officially ended on September 30, 2024; and

WHEREAS, the Meals on Wheels Grant Review Committee is requesting to fund the Violet Township Community Medic Program, which delivers groceries to older adults in Violet Township that have been identified as food insecure, with the remaining funding of \$15,000.00; and

A Resolution Approving an Additional Community Grant Award Outside of the 2025 Grant Cycle for the Meals on Wheels Older Adults Services (The Senior Hub) Levy

WHEREAS, the Board of Commissioners has reviewed the recommendation; and

WHEREAS, the projected proposed budget for 2025 accommodates the additional grant approval.

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 following grant pursuant to the recommendation and approval of the Meals on Wheels-Older Adult Alternatives of Fairfield County, Inc., and its Board of Trustees:

Violet Township Community Medic Program	\$15,000.00
---	-------------

SECTION 2. That the Fairfield County Board of Commissioners' Fiscal Clerk shall cause payment of this grant to be made directly to the applicants from funds available in the Older Adult Services Levy fund, with such payments occurring in January 2025.

Prepared by: Rochelle Menningen



November 22, 2024

Dear Aunie,

I am writing on behalf of our Board of Trustees regarding the allocation of community grant funding to organizations that serve seniors within our County. The grant cycle officially ended on September 30, 2024.

The Grant Review Committee met on November 14 to discuss the allocation of \$240,000 in grant funding. The Committee received funding requests from eight senior clubs and eight community-based organizations this year. With fully funding all requests, there was a balance of \$33,525 to distribute. The Committee discussed the best use of the additional funds and decided to allocate an additional \$14,525 to support transportation services to older adults through the Fairfield Public Transit leaving a balance of \$15,000 unappropriated.

The Committee discussed unmet needs in the County and identified food insecurity among older adults as a high priority need to address. With that said, the Violet Township's Community Medic Program needs funding to continue a grocery delivery service for older adults in the Violet Twp area. This program did not apply for grant funding through The Senior Hub. The Grant Committee would like permission to make an exception to the grant process and extend funding to this program.

The Grant Committee would like permission to extend \$15,000 in funding to the Violet Township Community Medic Program for the purpose of providing grocery delivery to older adults identified by the community medic as food insecure in the Violet Twp area. The committee suggests the Pickerington Area Resource Coalition (PARC) as the fiscal agent for this grant.

The Committee respectfully requests your approval of this suggestion for utilizing the community outreach grants in support of the Violet Township Community Medic Grocery Delivery Program and thereby, extending a grant to a worthy organization outside of the grant cycle timeline.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Anna Tobin'.

Anna Tobin
Executive Director
The Senior Hub-Meals on Wheels Fairfield County

The Senior Hub-Meals on Wheels Fairfield County, Inc.
1515 Cedar Hill Road
Lancaster, Ohio 43130
740-681-5050

2025 GRANTS SUMMARY

Exhibity #7

Senior Club/Group Name	2024	2025	Members				35.00 per active member	Amount Requested on Proposal
	Approved Grant	Approved Grant	2024 Active Confirmed	2025 Active Confirmed	Committee Approved	Full Board Approved		
Amanda	\$200	\$245	8	7	\$245	\$245	\$245	
Baltimore	\$150	\$350	6	10	\$350	\$350	\$350	
Bremen	\$650	\$840	26	24	\$840	\$840	\$840	
Canal Winchester Seniors	\$325	\$1,295	42	37	\$1,295	\$1,295	\$1,295	
Fairfield Beach	\$700	\$1,050	28	30	\$1,050	\$1,050	\$1,050	
Millersport	\$600	\$945	24	27	\$945	\$945	\$945	
Pleasantville	\$850	\$1,015	34	29	\$1,015	\$1,015	\$1,015	
Rushville	\$675	\$875	27	25	\$875	\$875	\$875	
TOTAL	\$4,150	\$6,615	195	189	\$6,615	\$6,615	\$6,615	\$0
OTHER GRANTS					Committee Approved	Full Board Approved		Requested by Grantee
C.O.A.A.	\$10,000	\$10,000			\$10,000	\$10,000		\$10,000
Guardianship Service Board of Fairfield County	\$64,000	\$86,600			\$86,600	\$86,600		\$86,600
Information & Referral	\$15,000	\$15,000			\$15,000	\$15,000		\$15,000
Lancaster-Fairfield Community Action	\$10,000	\$10,000			\$10,000	\$10,000		\$10,000
Olivedale Senior Citizens	\$3,900	\$8,000			\$8,000	\$8,000		\$4,000
Fairfield County Public Transit	\$56,250	\$80,785			\$80,785	\$80,785		\$66,260
Pickerington Senior Center	\$1,200	\$3,000			\$3,000	\$3,000		\$12,000
Salvation Army	\$2,000	\$0			\$0	\$0		\$0
United Way of Fairfield County	\$3,500	\$5,000			\$5,000	\$5,000		\$5,000
OTHER TOTAL	\$165,850	\$218,385			\$218,385	\$218,385		\$208,860
New Grantee Pickerington Area Resource Coalition		\$15,000			15000	15000		
GRAND TOTAL	\$170,000	\$240,000			\$240,000	\$240,000		\$208,860

\$14,525

COLOR CODES:

- BLUE** - Dollar amount requested on Grant Proposal
- RED** - Suggested &/or calculation-based Grant Awards
- Purple**-Approved by the Full Board

2025 Grant Funds Budgeted:	\$240,000
Approved Total	

2024 Grant Summary Form

Signature Page

Resolution No. 2024-12.10.c

A Resolution Approving an Additional Community Grant Award Outside of the 2025 Grant Cycle for the Meals on Wheels Older Adults Services (The Senior Hub) Levy

(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 reappoint Mr. Vince Carpico to the Fairfield County Regional Planning Commission.

WHEREAS, Mr. Vince Carpico was appointed to serve the remainder of a three-year term on the Fairfield County Regional Planning Commission as the labor representative; 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. Vince Carpico has expressed an interest and willingness to serve an additional three-year term on the Fairfield County Regional Planning Commission as the labor 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 reappoints Mr. Vince Carpico to serve an additional three-year term on the Fairfield County Regional Planning Commission.

Section 2. That this appointment is effective January 1, 2025, and will expire December 31, 2027.

Prepared by: Bennett Niceswanger
cc: Regional Planning Commission

Signature Page

Resolution No. 2024-12.10.d

A resolution to reappoint Mr. Vince Carpico 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 to appoint Ms. Tiffany Wilson to the Fairfield County Regional Planning Commission.

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

WHEREAS, Mr. Weiss 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, Ms. Tiffany Wilson has expressed an interest and willingness to serve the remainder of a three-year term on the Fairfield County Regional Planning Commission as the minority 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 Ms. Tiffany Wilson to serve the remainder of a three-year term on the Fairfield County Regional Planning Commission.

Section 2. That this appointment is effective December 10, 2024, and will expire December 31, 2026.

Prepared by: Bennett Niceswanger
cc: Regional Planning Commission

Signature Page

Resolution No. 2024-12.10.e

A resolution to appoint Ms. Tiffany Wilson 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 to approve a memo expense and memo receipt for reimbursing Fairfield County Utilities for mowing.

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

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

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

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

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

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

\$ 630 12504429 438000 other receipts
\$ 630 12504623 438000 other receipts

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

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure to Fairfield County Utilities and that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant; see attached documentation from September 25 through November 25, 2024.

Memo expenditure as referenced in supporting documentation:

Vendor: # 6746 Fairfield County Utilities
Account: 12100114 530000 contractual services
Amount: \$ 1,260

cc: Fairfield County Utilities

Invoice #	Mow Week	Mow Week Date	Cost
24-002	1	4/1/2024	140
24-006	2	4/7/2024	140
24011	3	4/15/2024	140
24013	4	4/21/2024	140
24016	5	4/28/2024	140
24019	6	5/5/2024	140
24022	7	5/12/2024	140
24025	8	5/20/2024	140
24027	9	5/26/2024	140
24031	10	6/2/2024	140
24034	11	6/9/2024	140
24037	12	6/16/2024	140
24043	13	6/23/2024	140
24046	14	7/1/2024	140
24048	15	7/8/2024	140
24051	16	7/15/2024	140
24054	17	7/22/2024	140
24058	18	7/29/2024	140
24062	19	8/4/2024	140
24065	20	8/11/2024	140
24066	21	8/19/2024	140
24068	22	8/26/2024	140
24069	23	9/5/2024	140
24070	24	9/11/2024	140
24072	25	9/16/2024	140
24075	26	9/25/2024	140
24077	27	9/30/2024	140
24080	28	10/7/2024	140
24084	29	10/14/2024	140
24088	30	10/21/2024	140
24091	31	10/28/2024	140
24093	32	11/4/2024	140
24095	33	11/11/2024	140
24099	34	11/25/2024	140

1260

9/25-11/25

MSW 12/2/24

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

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

Invoice No: 24075
Date: September 29, 2024

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

Mow week: September 25 ,2024

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

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

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

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

Invoice No: 24077
Date: October 6, 2024

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

Mow week: September 30 ,2024

Description

Amount

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

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

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

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

Invoice No: 24084
Date: October 20 , 2024

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

Mow week: October 14 ,2024

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

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

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

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

Invoice No: 24080
Date: October 13 , 2024

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

Mow week: October 7 ,2024

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

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

TOTAL: \$ 2025.00

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

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

Invoice No: 24088
Date: October 27 , 2024

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

Mow week: October 21 ,2024

Description

Amount

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

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

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

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

Invoice No: **24091**
Date: November 2 , 2024

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

Mow week: October 28 ,2024

Description

Amount

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

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

TOTAL:	\$ 2025.00
MINUS DAMAGED WINDOW:	\$ 440.88
FINAL TOTAL:	\$ 1,584.12

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

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

Invoice No: 24093
Date: November 10 , 2024

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

Mow week: November 4 ,2024

Description

Amount

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

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

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

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

Invoice No: 24095
Date: November 17 , 2024

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

Mow week: November 11 ,2024

Description

Amount

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

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

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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

THANK YOU FOR YOUR BUSINESS

GREEN CUTS LAWN MAINTENANCE

INVOICE

Built on Service

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

Invoice No: 24099
Date: December 1 , 2024

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

Mow week: November 25 ,2024

Description

Amount

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

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

TOTAL: **\$ 2025.00**

Make all checks payable to Green Cuts Lawn Maintenance LLC.

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

THANK YOU FOR YOUR BUSINESS

Signature Page

Resolution No. 2024-12.10.f

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a fund to fund transfer for the Furtherance of Justice (FOJ) Appropriation for the County Prosecutor as a fund to fund transfer.

Whereas, the total County Prosecutor’s salary 2025 will be \$ 156,066; and

Whereas, the 2025 Annual Furtherance of Justice (FOJ) appropriation for the Prosecutor is to be \$ 78,033 which is an amount equal to ½ of the official salary, per Ohio Revised Code 325.12; and

Whereas, a fund to fund transfer will allow cash to be transferred in 2024 for available appropriations in 2025.

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

Section 1. Request the County Auditor process the following fund to fund transfer in the amount of \$ 78,033

From: 12100149 700014 General Fund Prosecutor FOJ transfer
To: 21105000 439100 Prosecutor FOJ interfund transfers in

Prepared by: Staci Knisley
cc: Commissioners’ Office

Signature Page

Resolution No. 2024-12.10.g

A resolution to approve a fund to fund transfer for the Furtherance of Justice (FOJ) Appropriation for the County Prosecutor as a fund to fund transfer.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the Furtherance of Justice (FOJ) appropriation for the County Sheriff as a fund to fund transfer.

Whereas, the Sheriff's Salary for 2025 will be \$114,009 which includes the \$ 12,668 that is reimbursed by the State of Ohio; and

Whereas, the 2025 Annual Furtherance of Justice appropriation for the Sheriff is to be \$50,670.50 which is an amount equal to ½ of the county portion of the salary of \$101,341, per Ohio Revised Code 325.071; and

Whereas, a fund to fund transfer will allow cash to be transferred in 2024 for available appropriations in 2025.

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

Section 1. Request the County Auditor process the following fund to fund transfer in the amount of \$ 50,670.50.

from: 12100149 700013 General Fund Sheriff FOJ transfer
to: 23102500 439100 Sheriff FOJ interfund transfers in

Prepared by: Staci Knisley
cc: Commissioners' Office, Elisa Dowdy – Sheriff's office

Signature Page

Resolution No. 2024-12.10.h

A resolution to approve the Furtherance of Justice (FOJ) appropriation for the County Sheriff as a fund to fund transfer.

(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 of a contract amendment between Tyler Technologies Inc and the Fairfield County Commissioners.

WHEREAS, Tyler Technologies Inc has submitted a contract amendment for Maintenance & Support and Software-As-A-Service support and cloud-hosting services for Enterprise ERP (formerly MUNIS) and other related applications; and

WHEREAS, a purchase order will be executed with appropriations included in the 2025 budget; and

WHEREAS, the original contract approved via resolution 2022-06.21.e included no cost (0%) increases for 2023 and 2024 over 2022;

WHEREAS, the amendment of the original contract approved via resolution 2022-06.21.e provides a no cost (0%) increase over the 2024 contract for years 2025 and 2026, with an industry standard (5%) increase for year 2027; and

WHEREAS, this amendment shall be effective January 1, 2025; and

WHEREAS, the County Prosecutor's Office has approved the agreement as to form.

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 contract with Tyler Technologies Inc.

Prepared by: Beverly Hoskinson, Auditor's Finance

Cc: Dr. Carri L. Brown - County Auditor
County Administrator
Deputy County Administrator
County Information Technology

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) *Res # 2022-00.21.e*
 - 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 - *Pending 2025 Budget*

Signed this 18 day of November, 2024.

Beverly Hesterton - Financial Systems Director/Auditor's Office
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.*



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Fairfield County, with offices at 210 E. Main Street, Lancaster, Ohio 43130-3882 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 21, 2022 ("Agreement"); and

WHEREAS, the Term of the Agreement expires December 31, 2024 ("Expiration Date");

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. **Term.** The term of the Agreement is hereby renewed for a one (1) year term commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement may be renewed in accordance with Section F(1) of the Agreement.
2. **SaaS (Hosting) Fees; Maintenance and Support Fees.** SaaS fees and maintenance and support fees, as detailed in Exhibit 1 to this Amendment, for year one are invoiced on or before January 1, 2025. Subsequent annual SaaS fees and maintenance and support fees are invoiced annually in advance of each January 1. We agree to limit increases to annual SaaS fees and maintenance and support fees according to the following schedule. Upon expiration of the 2027 term, if renewed, annual fees will be at then-current rates.

Year	Cap on Increase Over Previous Year
2025	0%
2026	0%
2027	0%

3. **Users Limits.** The SaaS fees may be based on user limits indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Fairfield County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: County Auditor

Date: _____

By: _____

Name: _____

Title: County Commissioner

Date: _____



Exhibit 1 Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date.

ANNUAL FEES TERM 1/1/2025-12/31/2025

362,558.00

Description:	Annual Fee:
APPLICATION HOSTING FEES	139,134.00
Accounting/GL - Subscription Fees	34,072.00
Capital Assets - Subscription Fees	10,891.00
Cash Management - Subscription Fees	7,624.00
APPLICATION SERVICES-Project and Grant Accounting	7,987.00
Purchase Orders - Subscription Fees	10,891.00
Requisitions - Subscription Fees	7,624.00
Executime - Cloud Advanced Scheduling Annual Access Fee-up to 1000 Employees	3,442.00
Executime - Cloud Advanced Scheduling w/Mobile Access Module Annual Access Fee	810.00
Human Resources & Talent Management - Subscription Fees	3,795.00
Payroll w/ESS - Subscription Fees	9,341.00
Recruiting - Subscription Fees	1,815.00
Executime - Cloud Time & Attendance Annual Access Fee-up to 1000 Employees	8,117.00
Executime - Cloud Time & Attendance w/Mobile Access Module Annual Access Fee	1,037.00
Accounts Receivable - Subscription Fees	9,902.00
General Billing - Subscription Fees	4,621.00
APPLICATION SERVICES-Permits and Code Enforcement	8,067.00
Utility Billing CIS - Subscription Fees	4,785.00
UB Meter Reader Interface - Subscription Fees	1,452.00
APPLICATIONS SERVICES - TYLER CONTENT MANAGER Enterprise WORKFLOW	638.00
APPLICATIONS SERVICES - TYLER CONTENT MANAGER ENTERPRISE	14,892.00
APPLICATION SERVICES-Tyler Content Manager Enterprise Auto indexing and Redaction	1,063.00
Munis Crystal Reports - Subscription Fees	7,106.00
Role Tailored Dashboard - Subscription Fees	5,690.00
APPLICATION SERVICES-Enterprise ERP Office	7,261.00
APPLICATIONS SERVICES - TYLER FORMS PROCESSING	4,585.00
TYLER NOTIFY-includes 91,000 Msgs and 3,000 mins per year	11,954.00
CONCURRENT USERS Subscription	33,962.00



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Fairfield County, Ohio.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. Any third-party data center will similarly conform to these or comparable requirements.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access. Any third-party data center will similarly conform to these or comparable requirements.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. For avoidance of doubt, no services beyond those listed in the Investment Summary will be added to the agreement without mutual written consent of the parties.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. For avoidance of doubt, no services beyond those listed in the Investment Summary will be added to the agreement without mutual written consent of the parties.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone

criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design;

(c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as

described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is two and a half (2 1/2) years, commencing on July 1, 2022, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may renew for additional one (1) year renewal terms at our then-current SaaS Fees upon mutual agreement of the parties unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Client's timely payment of a renewal invoice and Tyler's acceptance of payment thereof shall be deemed to be the Parties' mutual consent to renew. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 **For Convenience.** You have the right to terminate this Agreement without cause by providing at least ninety (90) days written notice to us.
 - 2.6 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the Initial Term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the Initial Term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the Initial Term (July 1, 2022 through December 31, 2022), 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the Initial Term; and
- b. if you terminate during the second year of the Initial Term (January 1, 2023 through December 31, 2023), 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the Initial Term; and
- c. if you terminate during the third year of the Initial Term (January 1, 2024 through December 31, 2024), 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the Initial Term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in

writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the

estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality

covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Additional Costs Not Previously Identified and Quantified In This Agreement. Tyler will not invoice you for any services or software beyond those listed in the Investment Summary without mutual written consent of the parties. You agree to not incur any additional costs in accordance with this Agreement and Exhibits that are not specifically identified and quantified herein until you receive

antecedent approval of the Board of Fairfield County Commissioners (or their designee the Fairfield County Administrator) and will not incur any additional financial obligations under this Agreement until you receive certification by the County Auditor that the funds necessary to meet the additional financial obligation have been properly appropriated in accordance with Ohio Revised Code §5705.41(D)(1).

24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process
- Exhibit D Third Party Terms
Schedule 1: Hyperlinked Terms
Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: June 14, 2022

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Fairfield County, Ohio

By: Jeff Fix

Name: Jeff Fix

Title: Commissioner

Date: 6/21/22

Address for Notices:

Fairfield County
210 E. Main Street
Lancaster, OH 43130-3882
Attention: _____



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

March 24, 2022

Fairfield County, Ohio
210 East Main Street
Lancaster, OH 43130

RE: Sole Source SaaS Services

To Whom It May Concern:

Please accept this letter as confirmation that Tyler Technologies, Inc. is the sole provider of the Tyler SaaS Services for the Tyler Software licensed to Fairfield County pursuant to the agreement between Tyler and Fairfield County dated 8/1/06.

Additionally, Tyler is the only party authorized to support, and update or modify the software.

Please let me know if you have any additional questions.

Regards,

A handwritten signature in blue ink that reads "Robert Kennedy-Jensen".

Robert Kennedy-Jensen
Group General Counsel

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a contract amendment between Tyler Technologies Inc and the Fairfield County Commissioners.

(Fairfield County Auditor- Finance)

Approved as to form on 12/4/2024 11:19:51 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.10.i

A resolution authorizing the approval of a contract amendment between Tyler Technologies Inc and the Fairfield County Commissioners.

(Fairfield County Auditor- Finance)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing a memo expense memo receipt for reimbursement of agency share of ArcGIS Online License fees for fund 2022 – REA Department;

For WHEREAS, the REA Department has paid the license fees for ArcGIS Online software; and

WHEREAS, the REA Department is seeking reimbursement from County Agencies participating with the ArcGIS Online program to pay their share of the license fees; and

WHEREAS, the ArcGIS Online maintenance period of 2/23/2024 through 2/24/2025; and

WHEREAS, a memo expense memo receipt will move the license fee allocation to the REA fund; 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:

10202200 434000 – Charges for Services \$4,200

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of the other expenses and request that the Fairfield County Auditor accomplish the transaction as a regular County Auditor warrant paying the REA Fund its license fee

Memo expenditure as refenced below:

16202401 530000 - \$1,700.00 (County Engineer)
74703000 530000 - \$ 600.00 (Reginal Planning)
61702600 530000 - \$ 1,900.00 (Soil and Water)

Prepared by: David Burgei / Real Estate Assessment

Signature Page

Resolution No. 2024-12.10.j

A resolution authorizing a memo expense memo receipt for reimbursement of agency share of ArcGIS Online License fees for fund 2022 – REA Department

(Fairfield County Auditor- Real Estate)

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.

2024-12.10.k

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

WHEREAS, FCBDD is responsible for paying for November transportation costs for individuals to Lancaster-Fairfield Public Transit; 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 434000 4160 Grant PT000 \$631.80
12290854 434000 4160A Grant PT000 \$70.20

This amount represents monies owed to the Lancaster-Fairfield Public Transit, for transportation costs for individuals and paid by FCBDD to Lancaster-Fairfield 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 FCBDD's portion of November transportation costs which FCBDD is responsible.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster-Fairfield County Transit

Account: 52676801 550080
Amount: \$ 702.00

Prepared by: Cathy Anderson, Fiscal Officer
cc: Aaron Kennedy, Lancaster Fairfield Public Transit

Lancaster-Fairfield Public Transit



746 Lawrence St

P: 740-681-5086

Email: courtneymartin@fairfieldcountyohio.gov

Lancaster Ohio, 43130

F: 740-681-5088

Website: co.fairfield.oh.us/transit/

Bill To: Fairfield County Board of DD

Contact: Beth Seifert

Invoice #: 12324

Address: 795 College Ave

Email: bseifert@fairfielddd.com

Invoice Date: 12/3/2024

Lancaster Ohio, 43130

Contact: Cathy Anderson

Terms: 30 Days

Email: cathy.anderson@fairfielddd.com

Due Date: 1/2/2025

Invoice For: Nov-24

Rides	Description	Qty	Unit Price	Account Code	Price	
39	Individual Rides	39	\$ 18.00	4421	\$ 702.00	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					Invoice Subtotal	\$ 702.00
					TOTAL	\$ 702.00

Make all checks payable to Lancaster-Fairfield Public Transit.
CREDIT CARDS NOT ACCEPTED

Anderson, Cathy Jo

From: Martin, Courtney G
Sent: Tuesday, December 3, 2024 10:23 AM
To: Anderson, Cathy Jo
Cc: Kennedy, Aaron T
Subject: November Invoice
Attachments: Board of DD November 2024.xlsx

Attached is the invoice for November's trips.

90% will go into Org Code 12290800 Object Code 434000 Charge Code 4160 Grant PT000 (\$631.80)
10% will go into Org Code 12290854 Object Code 434000 Charge Code 4160A Grant PT000(\$70.20)

Please let me know if you have any questions 😊

Thanks,

Courtney

Courtney Martin

Administrative Assistant | Lancaster-Fairfield Public Transit

📍 746 Lawrence St
Lancaster, OH
43130

📞 740-681-5086
Ex. 2206 (t)
740-681-5088 (f)



🌐 <http://fairfieldcountyohio.gov>

✉️ Courtney.Martin@fairfieldcountyohio.gov

Signature Page

Resolution No. 2024-12.10.k

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

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Change Order for the Salt Barn Concrete Pavement Project.

WHEREAS, on September 3, 2024, this Board of Commissioners awarded the Contract Bid for the Salt Barn Concrete Pavement Project to Jagger Construction, LLC for a Bid of \$169,486.56, and

WHEREAS, on October 22, 2024, this Board of Commissioners approved Resolution 2024-10.22.n along with Change Order Number One increasing the Contract price from \$169,486.56 to \$184,322.40.

WHEREAS, actual quantities of items used to complete this project differ from the quantities estimated in the Contract documents, as shown on the attached Change Order, and

WHEREAS, the County Engineer is requesting approval of Change Order Number Two to reflect actual quantities used to date on this project, which will decrease the Contract price from \$184,322.40 to \$179,602.86.

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

SECTION 1: that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number Two, to decrease the Contract price by \$4,719.54, making the revised cost of the Salt Barn Concrete Pavement Project \$179,602.86.

SECTION 2: that the Clerk of this Board return the signed copy of this Resolution and the signed Change Order to the County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineer's Office

OFFICE OF THE COUNTY ENGINEER

FAIRFIELD COUNTY, OHIO

CHANGE ORDER

Change Order No.: 2

Change Order Date: 27-Nov-24

Contract For: Fairfield County Salt Barn Concrete Pavement Project

Contractor: JAGGER CONSTRUCTION, LLC

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes:

1. Additional cost per cy to add Premiere Admixtures Impede IntraSeal and UltraFinish 1L to seal the concrete from the salt.

Quantity and Cost Changes:

REF #	ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT \$	Decrease In Price	Increase In Price
9	451	-23	SY	8" REINFORCED CONCRETE PAVEMENT, AS PER PLAN	\$90.00	-\$2,070.00	\$0.00
12	451	-113	SY	8" THICK CONCRETE SLAB ON GRADE INCLUDING REINFORCEMENT, AS PER PLAN	\$85.58	-\$9,670.54	\$0.00
						\$0.00	\$0.00
28	Special	413	Cu Yd	Premiere Admixtures Impede IntraSeal, and UltraFinish 1L added to Concrete	\$17.00	\$0.00	\$7,021.00
						\$0.00	\$0.00

TOTALS: -\$11,740.54 \$7,021.00

Net Change in Contract Price: -\$4,719.54

The sum of -\$4,719.54 is hereby **SUBTRACTED** to the original contract price of _____ → \$184,322.40
 making the current contract price: _____ → \$179,602.86

The time provided for completion is **UNCHANGED** by **NO** calendar days.

This document will become a supplement to the contract and all provisions of the contract apply hereto.

E.M. Coef
 Recommended - Co. Engr./Dep. Engr.

Date: 12/3/24

Jagger Construction
 Jagger Construction LLC

Date: 12/3/2024

 Fairfield County Commissioners

Date: _____

Signature Page

Resolution No. 2024-12.10.I

A resolution to approve a Change Order for the Salt Barn Concrete Pavement 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.

2024-12.10.m

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation and comp time payout

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

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

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

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

\$98,000.00 16202401-Personal Services

Prepared by: Julie Huggins
cc: Engineer

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for salaries, overtime, PERS and Medicare expenses

For Auditor's Office Use Only:

16202401-511010	\$76,000.00
16202401-513000	\$1,000.00
16202401-522000	\$1,000.00
16202401-523000	\$20,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-12.10.m

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for vacation and comp time payout

(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 a Contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

WHEREAS, the Fairfield County Commissioners desire to develop a Shared Use Conference and Training Center in the County that can be alleviated by renovating the existing property located at 1550 Sheridan Drive, Lancaster, Ohio, and

WHEREAS, a Request for Qualifications was issued for design services and Statements of Qualifications were received from interested firms on October 14th, 2024, and Steed Hammond Paul, Inc. dba SHP Architects was the selected firm by the County, and

WHEREAS, there is a need for outside consulting services from an Architect to advise the County on design options, code related requirements for the change of occupancy, cost estimating, and other critical design issues, and

WHEREAS, the agreement with SHP Architects for the facility assessment, conceptual design, bidding and project Management as attached, has been approved to form by the County Prosecutor, and

WHEREAS, a purchase order encumbering the funds for the services has been acquired, and

WHEREAS, the contract is proposed in accordance with ORC 307.86

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

Section 1. The Board of County Commissioners approves the attached contract and authorizes its Board President to sign the contract.

Section 2. The Clerk of the Board of Commissioners will provide a signed reproduction copy to SHP Architects, Inc.

Prosecutor's Approval Page

Resolution No.

A Resolution to approve a Contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 12/2/2024 10:59:51 AM by Rochelle Menningen,



Rochelle Menningen
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Resolution No. 2024-12.10.n

A Resolution to approve a Contract between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Contract Bid Award for the Government Service Center 239 West Main Roof Top HVAC Replacement, and Assign Agreement Signing Authority

WHEREAS, the opening of sealed bids on November 19th, 2024, for the GSB West Main RTU Project, resulted in the following bids:

Elite Air	\$586,000
Trane	\$642,184 ;and

WHEREAS, the Facilities Department is recommending that the contract for the 239 West Main RTU replacement project be awarded to Elite Air, 350 Worthington Rd Suite D, Westerville, Oh 43082; a responsive and responsible bidder, for the amount of \$586,000;

WHEREAS, the Board of Commissioners desires to assign authority to the County Administrator or Deputy County Administrator to sign and approve related agreements;

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 Award to Bid in the amount of \$586,000 to Elite Air.

Section 2: That this Board of Commissioners resolves to, and does hereby, grant authority to sign related contract documents to the County Administrator or Deputy County Administrator.

Prepared by: Jon Kochis

BID TABULATION - GSB 239 HVAC Equipment
November 19th, 2024 1:00 p.m.

Bid Documents Holders	Elite Air - Daikin	Trane						Estimated Cost
Total Bid Amount	615,000	710,434						
 								
Base Bid Amount	586,000	642,184						
Alternate 1	29,000	68,250						

Required forms	<input checked="" type="checkbox"/> Signed Bid Form	<input checked="" type="checkbox"/> Signed Bid Form	<input type="checkbox"/> Signed Bid Form	<input type="checkbox"/> Signed Bid Form	<input type="checkbox"/> Signed Bid Form	<input type="checkbox"/> Signed Bid Form	<input type="checkbox"/> Signed Bid Form	<input type="checkbox"/> Signed Bid Form	<input type="checkbox"/> Signed Bid Form
	<input type="checkbox"/> Bid guaranty	<input type="checkbox"/> Bid guaranty	<input type="checkbox"/> Bid guaranty	<input type="checkbox"/> Bid guaranty	<input type="checkbox"/> Bid guaranty	<input type="checkbox"/> Bid guaranty	<input type="checkbox"/> Bid guaranty	<input type="checkbox"/> Bid guaranty	<input type="checkbox"/> Bid guaranty
	<input type="checkbox"/> Non-collusion affidavit	<input type="checkbox"/> Non-collusion affidavit	<input type="checkbox"/> Non-collusion affidavit	<input type="checkbox"/> Non-collusion affidavit	<input type="checkbox"/> Non-collusion affidavit	<input type="checkbox"/> Non-collusion affidavit	<input type="checkbox"/> Non-collusion affidavit	<input type="checkbox"/> Non-collusion affidavit	<input type="checkbox"/> Non-collusion affidavit
	<input type="checkbox"/> EEO Certification	<input type="checkbox"/> EEO Certification	<input type="checkbox"/> EEO Certification	<input type="checkbox"/> EEO Certification	<input type="checkbox"/> EEO Certification	<input type="checkbox"/> EEO Certification	<input type="checkbox"/> EEO Certification	<input type="checkbox"/> EEO Certification	<input type="checkbox"/> EEO Certification
	<input type="checkbox"/> Personal property tax disclosure affidavit	<input type="checkbox"/> Personal property tax disclosure affidavit	<input type="checkbox"/> Personal property tax disclosure affidavit	<input type="checkbox"/> Personal property tax disclosure affidavit	<input type="checkbox"/> Personal property tax disclosure affidavit	<input type="checkbox"/> Personal property tax disclosure affidavit	<input type="checkbox"/> Personal property tax disclosure affidavit	<input type="checkbox"/> Personal property tax disclosure affidavit	<input type="checkbox"/> Personal property tax disclosure affidavit
	<input type="checkbox"/> Drug-Free Workplace Cert	<input type="checkbox"/> Drug-Free Workplace Cert	<input type="checkbox"/> Drug-Free Workplace Cert	<input type="checkbox"/> Drug-Free Workplace Cert	<input type="checkbox"/> Drug-Free Workplace Cert	<input type="checkbox"/> Drug-Free Workplace Cert	<input type="checkbox"/> Drug-Free Workplace Cert	<input type="checkbox"/> Drug-Free Workplace Cert	<input type="checkbox"/> Drug-Free Workplace Cert

Addendum #1 Acknowledgement	10/29/2024							
-----------------------------	------------	--	--	--	--	--	--	--

Signature Page

Resolution No. 2024-12.10.o

A Resolution to Approve the Contract Bid Award for the Government Service Center
239 West Main Roof Top HVAC Replacement, and Assign Agreement Signing Authority

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Request For Qualifications selection for the Design Architectural Services for the Sheridan Center.

WHEREAS, the Fairfield County Commissioners desire to develop a Shared Use Conference and Training Center in the County that can be alleviated by renovating the existing property located at 1550 Sheridan Drive, Lancaster, Ohio, and

WHEREAS, a Request for Qualifications was issued for design services and Statements of Qualifications were received from interested firms on October 14th, 2024, and Steed Hammond Paul, Inc. dba SHP Architects was the selected firm by the County, and

WHEREAS, there is a need for outside consulting services from an Architect to advise the County on design options, code related requirements for the change of occupancy, cost estimating, and other critical design issues, and

WHEREAS, as the contract still needs to be reviewed, the Board of Commissioners desires to assign authority to the County Administrator or Deputy County Administrator to sign and approve all agreements related to this purchase as the underlying contract amount exceeds her authority conferred under Resolution No. 2021-11.23.b.

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

Section 1: That this Board of Commissioners hereby selects SHP as the Design Professional for the Sheridan Center

Section 2: That this Board of Commissioners hereby grants authority to the County Administrator to enter into the contract on behalf of the Board after the contract has been reviewed by the Fairfield County Prosecutor's Office.

Prepared by: Jon Kochis



AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

PARTIES TO AGREEMENT

Client: Fairfield County Board of Commissioners
Mr. John Kochis
Director of Fairfield County Facilities
240 Baldwin Drive
Lancaster, OH 43130

Consultant: SHP
312 Plum Street
Suite 700
Cincinnati, OH 45202

PROJECT INFORMATION

Project Name: **Sheridan Center Renovations - Phase 1**

Project Location: 1550 Sheridan Drive, Lancaster, OH

Project Understanding: SHP understands Phase 1 renovations of the building located at 1550 Sheridan drive will consist of the creation of a new conference space for 300 or more persons within Suite 200 and exterior renovations to repair and refresh the existing building façade. The design for the Conference Center will include; a new entry vestibule, main conference space with an elevated stage, AV system with virtual connectivity using the MS Team environment, restrooms, catering kitchen, storage rooms, and support spaces as required for mechanical, electrical, and plumbing.

Scope of Services: **BASIC SERVICES**

1. **Design Services**
 - a. Conduct onsite visit to review the existing conditions of the building.
 - b. Meet with Fairfield County representatives as required to develop the Program of Requirements for the Renovation.
 - c. Prepare drawings and other documents including plans, sections, typical construction details to fix and describe the size and character of the Project.
 - d. Provide mechanical, electrical, and plumbing engineering services associated with the renovated space.
 - e. Provide AV and Technology design services associated with the renovated space.
 - f. Identify and prepare specifications for major materials and systems.

- g. Prepare permit drawings for Client's approval, and assist Client in obtaining permits for work.
 - h. Provide one (1) cost estimate at the completion of the design development phase to ensure the project is on budget. Provide one (1) revision to the cost estimate to advertise with the bid documents.
- 2. **Bidding**
 - a. Prepare bid documents and coordinate issuance to plan room and Fairfield County.
 - b. Attend the pre-bid meeting.
 - c. Prepare responses and addenda, if needed, to bidder questions and requests for clarification.
 - d. Review and analyze bid results.
 - e. Assist Client with selection and award of Contractor.
- 3. **Contract Administration**
 - a. Respond to Contractor requests for information ('RFIs').
 - b. Review Contractor submittals (up to 2 reviews per submittal).
 - c. **Site Visits.** Perform twelve (12) total site visits – ten (10) during construction, one (1) site visit to prepare a punch list, and one (1) site visit for final inspection.
- 4. **Closeout**
 - a. Prepare and deliver to Client final record drawings, in PDF format.
 - b. Review and approve Contractor's closeout submittals.
 - c. Coordinate with the Contractor to deliver warranties and O&M manuals to Client.

Assumptions

The following list of assumptions were made in the development of the Scope of Services and coordinating fee for the Project. It is the Client's responsibility to ensure these assumptions are both accurate and comprehensive.

- 1. Site utilities – electrical, sanitary, water, gas - are adequate to the project site.
- 2. Consultants included under this agreement include Mechanical, Electrical, Plumbing, and Technology.
- 3. Site Survey, Civil Engineering, Landscape Architecture, and Structural Engineering services are not included in Architect's Basic Services.
- 4. Roof repair/replacement will be completed by the Owner under a separate contract.



- 5. New Rooftop Units will be provided by the owner under a separate contract. SHP will coordinate as required to ensure the new units are suitable for the new space.
- 6. Travel costs, printing and postage for the Project will be billed as Reimbursable Expenses.
- 7. Permit costs will be paid directly by the Owner.

Additional Services

Additional Services, which are outside of the scope of this Agreement, may be provided upon request of the Client or Consultant. Engagement in any Additional Services shall require the prior written authorization of the Client. Compensation for Additional Services shall be on the basis of the hourly billing rates set forth in 'Professional Fees Service Schedule,' detailed in the attached Terms and Conditions, unless a lump sum amount is mutually agreed upon and approved by the Client.

SCHEDULE

We are prepared to begin immediately upon receipt of written authorization to proceed. We anticipate completion of Construction Documents for bidding and permit by February 26, 2025.

FEE & BILLING INFORMATION

Billing Format: Lump Sum Hourly, Estimated

Fee: Total Fee for Limited Professional Services shall be a lump-sum amount of **\$189,000 dollars**, plus Reimbursable Expenses.

Reimbursable Expenses: Consultant shall be entitled to seek reimbursement from Client for expenses incurred, and directly related to, the Project. Reimbursable Expenses shall be paid in addition to the above noted Fee. **Reimbursable Expenses for the above Scope of Services shall not exceed \$2,500 dollars, absent prior written authorization from the Client.**



AUTHORIZATION

Limited professional services will be performed in accordance with the attached Terms and Conditions. Authorization by the Client to proceed, whether written or via purchase order or payment, shall constitute acceptance of the incorporated Terms and Conditions of this Agreement, without modification, addition or deletion. The persons authorizing this Agreement, through their signatures below, represent that they are empowered and duly authorized to bind the party for whom they represent.

Submitted By:

Client Authorization:

Signature: _____

Signature: _____

Name: Brandi S. Ash

Name: _____

Title: Vice President

Title: _____

Date: 11/26/2024

Date: _____

This offer shall remain open and valid for sixty (60) days, unless formally extended by the Consultant in writing.

**Certificate of Funds
(ORC 5705.41)**

The undersigned, Fiscal Officer of the [INSERT NAME], hereby certifies that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding agreement, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

Signed: _____
[INSERT NAME], Treasurer/ Fiscal Officer
[INSERT NAME] School District/ Public Entity



**AGREEMENT FOR LIMITED PROFESSIONAL SERVICES
TERMS AND CONDITIONS**

FEES

Unless denoted as Lump Sum, the Professional Service Fees applicable to the Scope of Services as defined herein shall be understood to be an estimate. Where Fees are proposed on an hourly basis, the Consultant's rates shall be those prevailing at the time services are rendered per the Schedule below. Reimbursable expenses shall be invoiced with a mark-up of no greater than 15%.

Professional Fee Service Schedule

Officers of the Corporation	\$250/hour
Principals/Directors	\$210/hour
Associate and Senior Managers	\$190/hour
Project Leaders	\$170/hour
Senior Project Personnel	\$150/hour
Project Personnel	\$130/hour
Senior Technical Personnel	\$110/hour
Technical and Production Personnel	\$90/hour
Clerical and Administrative Personnel	\$75/hour

BILLINGS/PAYMENTS

The Client shall be invoiced for Services and Reimbursable Expenses on a monthly basis in proportion to services performed. Invoices are due and payable upon presentation. Amounts unpaid (30) days after the date of the invoice shall incur a service charge of 1.5% (or the maximum legal rate) per month. The Consultant shall have the right to suspend/terminate services if payment is not received within (45) days after the invoice date and the Consultant shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant will perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Consultant's part of the Project. Regardless of any other term or condition of this Agreement, the Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed. It shall the responsibility of the Client to promptly report, in writing, to the Consultant any alleged breach in the Standard of Care, undue delay in notification shall relieve the Consultant of any potential liability.

COOPERATION & CLIENT DIRECTIVES

The Client agrees at all times to cooperate fully with the Consultant, and to proceed on the basis of trust and good faith. The Client shall perform its responsibilities, obligations and services in a manner to facilitate the Consultant's timely and efficient performance, and in order to ensure the Consultant's knowledge and understanding in all material respects so as to not delay, interfere with, or affect the Consultant's delivery, Standard of Care, or performance under the terms of this Agreement. The Consultant shall be entitled to rely on the accuracy and completeness of (1) the services and information furnished by the Client or Client's other consultants and (2) Client approvals or directives.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Consultant shall be liable to the other for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.



MODIFICATION & WAIVER

No waiver or modification of the Terms and Conditions set forth herein shall be binding upon the Consultant unless made in writing and signed by Consultant's authorized representative. Consultant's delay, forbearance, or omission to enforce any provision of the Terms and Conditions shall not be construed as a waiver or release of such provision.

DIFFERING SITE CONDITIONS

The Consultant shall have no responsibility for the identification or remediation of differing site conditions. A differing site condition is an unknown, hidden, concealed, or latent physical condition encountered at the Project site that materially differs from the Consultant's reasonably anticipated conditions. A differing site condition is considered hidden or concealed if physically concealed by existing finishes or is not capable of discovery by reasonable visual observation. If the Consultant has reason to believe that such a condition may exist, the Consultant shall promptly notify the Client and the Client shall be responsible for all costs associated with the investigation and remediation (*if necessary*) of such a condition. If the Client fails to investigate or remediate a differing site condition after due notification by the Consultant, the Consultant shall bear no responsibility or liability for resulting damages or losses. If the Consultant has no reason to believe that such a condition exists, the Consultant shall not be responsible for the discovery or presence of a differing site condition or any resulting damages or losses resulting therefrom. If the condition causes an increase in time or cost to Consultant's performance of Work, Consultant shall be entitled to an equitable adjustment in schedule and compensation.

HAZARDOUS MATERIAL/MOLD

The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Consultant shall have no responsibility.

LIMITATION OF LIABILITY

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE CONSULTANT FOR ANY AND ALL CLAIMS, EXPENSES, LOSSES, COSTS, OR DAMAGES OF ANY NATURE WHATSOEVER SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT SHALL NOT EXCEED THE CONSULTANT'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT. SUCH CLAIMS AND CAUSES INCLUDE, BUT ARE NOT LIMITED TO, NEGLIGENCE, ERRORS & OMISSIONS, STRICT LIABILITY AND BREACH OF CONTRACT.

RISK ALLOCATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages and costs arising out of third party claims to the extent caused by the willful misconduct, negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible. Further, Client shall indemnify and hold harmless the Consultant, its officers, directors, and employees, from and against those liabilities, damages and costs arising out of third party claims to the extent caused by the willful misconduct, negligent act, error or omission of the Client or anyone for whom the Client is legally responsible. This Subparagraph is intended to be consistent with, and shall not be construed to be in conflict with, the state code applicable to the Project.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days' written notice by either party. In the event of termination, the Client shall pay the Consultant for all services rendered to date, all reimbursable expenses, and all costs attributable to termination.

OWNERSHIP OF DOCUMENTS

Consultant grants the Client a nonexclusive license to use documents produced by the Consultant for the sole and exclusive purpose of constructing, using, maintaining, altering, and adding to the Project, provided the Client substantially performs its obligations under this Agreement including payment of all sums when due. If this Agreement is terminated, in alignment with the above Termination of Services provision, the license granted in this section shall terminate. Any use or reuse of Consultant's documents absent the Consultant's participation shall be at the sole risk of



the Client, who, to the fullest extent permitted by law, shall release and hold harmless the Consultant from any and all claims or damages arising from such use.

CONSTRUCTION ACTIVITIES

The Consultant shall not be responsible for the acts or omissions of any person performing any of the Work, for instructions given by the Client or its representative to any one performing any of the Work, for means and methods of construction or performance, or for job-site safety.

DISPUTE RESOLUTION

This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any dispute or claim arising from this Agreement, or Consultant's Services listed herein, shall be subject to mediation as a condition precedent to formal litigation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Any action unresolved through mediation, shall be subject to litigation in a state court in the county where the Project is located. The parties' consent to the exclusive jurisdiction of such courts and hereby waive any jurisdictional or venue defenses otherwise available to them. Each party hereby expressly waives the right to remove any litigation arising out of this Agreement or Consultant's Services to federal court.

RELATIONSHIP OF THE PARTIES

All services provided by Consultant are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Consultant.

NON-DISCRIMINATION

In compliance with state law, Consultant agrees that in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Consultant, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates; and that neither the Consultant, nor any person acting on behalf of the Consultant, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, handicap, or color.

ETHICS

The Consultant represents that it is familiar with applicable ethics requirements of Ohio Revised Code 3517.13 and is in compliance with such regulations.

FINDINGS FOR RECOVERY

The Consultant is not subject to an unresolved finding for recovery under ORC Section 9.24.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SEVERABILITY

The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of this Agreement. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Consultant and the Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Consultant.

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 # **24007985 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

**B
I
L
L
T
O**

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

Revisions: 000

**V
E
N
D
O
R**

STEED HAMMOND PAUL, INC.
SHP
312 PLUM STREET
CINCINNATI, OH 45202

**S
H
I
P
T
O**

MAINTENANCE DEPARTMENT
240 BALDWIN DRIVE
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
513-381-2112		8807		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
12/02/2024	17006			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	1550 Sheridan - design & project mgmt services GL Account: 12391000 - 570000	1.0	EACH	\$189,000.00	\$189,000.00
GL SUMMARY					
	12391000 - 570000			\$189,000.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$189,000.00 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: 12/02/2024

Carri L. Brown

Auditor Fairfield County, OH

12/10/2024

Purchase Order Total \$189,000.00

431

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve the Request For Qualifications selection for the Design Architectural Services for the Sheridan Center.

(Fairfield County Facilities)

Approved as to form on 12/6/2024 8:58:32 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.10.p

A Resolution to Approve the Request For Qualifications selection for the Design Architectural Services for the Sheridan Center.

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of Lease Amendment No. 1 with Congressman Troy Balderson at the Fairfield Center

WHEREAS, The Board of County Commissioners previously approved the lease agreement with Congressman Troy Balderson per resolution 2022-11.29.k for space located at 12931 Stonecreek Drive in Pickerington known as the Fairfield Center, and

WHEREAS, this is the 1st (first) amendment proposed since the original lease approval, and

WHEREAS, Congressman Balderson, referred to in the attached lease as "Member Elect" has submitted a request for amendment #1; and

WHEREAS, the District Office Lease agreement with the U.S. House of Representatives details the terms and conditions for the leasing of office space located in The Fairfield Center to include a combined total area of approximately 3,995 S.F., and

WHEREAS, the renewal dates are effective January 3, 2025, expiring on December 31, 2026; and

WHEREAS, the amendment as attached has been approved as to form by the County Prosecutor's Office, and

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

Section 1. The Board of County Commissioners hereby approves the attached amendment #1 with the Congressman Troy Balderson and authorizes the Board President to sign.

Section 2. The Clerk of the Board of Commissioners will provide a signed reproduction copy to the Congressman Balderson's office, after approval.

A Resolution Authorizing the Approval of a Lease Agreement with Congressman Troy Balderson for The Fairfield Center

WHEREAS, The Board of County Commissioners is committed to providing excellent government services in the northwest part of the County and has developed The Fairfield Center Complex for that purpose, and

WHEREAS, Congressman Troy Balderson represents Fairfield County as part of his congressional district and has determined that the Fairfield Center complex is an acceptable location for their future operations, and

WHEREAS, the District Office Lease agreement with the U.S. House of Representatives details the terms and conditions for the leasing of office space located in The Fairfield Center to include a combined total area of approximately 3,995 S.F., and

WHEREAS, the Fairfield County Facilities Director, along with the Chief of Staff for Congressman Balderson, recommend that the lease for the property located at 12931-33 Stonecreek Drive, Pickerington, Ohio, be approved as such; and

WHEREAS, the proposed lease agreement has been approved by the County Prosecutor as to form,

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

Section 1. The Board of County Commissioners approves the attached Lease Agreement with Congressman Troy Balderson, as the lessee of the office space at 12931-33 Stonecreek Drive, Pickerington, Ohio, and authorizes the president of the Commission to sign the agreement.

Section 2. The Clerk of the Board of Commissioners will provide a signed copy to Congressman Troy Balderson, for record.

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, rather than December 31, 2024.

- The Member/Member-Elect is required to personally sign the documents.
- Prior to either party signing a Lease, the Member/Member-Elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 118th Congress (“Attachment”), to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- After the Lease or Amendment, accompanied by the Attachment are executed by both parties, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final approval.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-Elect.
- The parties agree that any charges for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Member’s Representational Allowance.

Instructions for completing the District Office Lease (“Lease”):

- Preamble — Insert:
 - Landlord’s name; Landlord’s address; and Member/Member-Elect’s name
- Section 1 — Insert:
 - Square footage of the leased office (if known)
 - Street address including city, state, and ZIP of the leased office
- Section 3 — Insert:
 - Date lease begins (must be on or after January 3, 2023)
 - Date lease ends (must be on or before January 2, 2025)
- Section 4 — Insert the amount of monthly rent. If there is no rent, insert “\$0.00”. If rent is not constant over the lease term, insert “See Section 11” and note any rent variations in Section 11.
- Section 5 — Insert the number of days’ notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter “N/A” in this blank.
- Section 11 — Insert any additional lease provisions.

Note: Sections 1-9, other than filling in the blanks, may not be altered or deleted.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 118th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

_____, _____,
(Landlord's name) (Landlord's street address, city, state, ZIP code)

("Lessor"), and _____, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee _____ square feet of office space located at _____
(Office street address)
in the city, state and ZIP code of _____.
(Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning _____, 20____ and ending _____, 20____. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2025, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be _____, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving _____ days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 118th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 118th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

District Office Lease

(Page 2 of 3 – 118th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 118th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.

- **The Member/Member-elect is required to personally sign the documents.**
- **The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.**
- **Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.**
- **Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.**
- **If Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with the execution of the Lease or Amendment.**
- **Once signed by both parties, the Lease or the Amendment, accompanied by the Attachment, must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final approval.**
- **Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by Administrative Counsel and payments will not be made.**
- **If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.**
- **The parties agree that any changes for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Members’ Representational Allowance.**
- **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).**

District Office Lease Attachment

(Page 1 of 5 – 118th Congress)

SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

- * **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

- * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

- Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- Lockable Space for Networking Equipment.
- Telephone Service Available.
- Parking. _____ Assigned Parking Spaces
 _____ Unassigned Parking Spaces
 General Off-Street Parking on an As-Available Basis
- Utilities. Includes: _____
- Janitorial Services. Frequency: _____
- Trash Removal. Frequency: _____
- Carpet Cleaning. Frequency: _____
- Window Washing. Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: _____
- Cable TV Accessible. If checked, Included in Rental Rate: Yes No
- Building Manager. Onsite On Call Contact Name: _____

Phone Number: _____ Email Address: _____

District Office Lease Attachment

(Page 2 of 5 – 118th Congress)

SECTION B (Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

(Page 3 of 5 – 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 118th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment
(Page 5 of 5 – 118h Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____ <i>Print Name of Lessor/Landlord</i>	_____ <i>Print Name of Lessee</i>
By: _____ <i>Lessor Signature</i> Name: Title:	_____ <i>Lessee Signature</i>
_____ <i>Date</i>	_____ <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

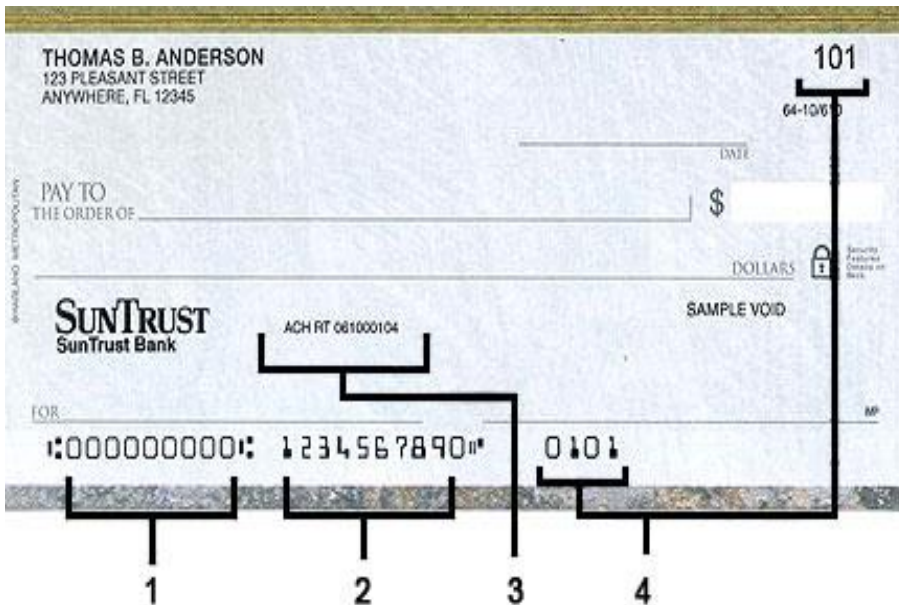
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

Addendum to Lease

Early Entry

Following the execution of the Lease and prior to the commencement of the lease term, Lessor/Landlord shall allow the Office of the Chief Administrative Officer for the U.S. House of Representatives (“CAO”) and/or the Office of the House Sergeant at Arms (“SAA”) to have reasonable access to and to enter the leased space and surrounding public and common areas on behalf of the Lessee/Tenant for the purpose of assessing, constructing, and installing all cabling, wiring, equipment, apparatus, facilities and other networking, telecommunications, security materials, security devices, and security systems to be used at the leased space (“Early Entry”). Such Early Entry shall be permitted beginning _____, 20____, and shall continue through the commencement date of the Lease, and shall include access and entry by contractors and subcontractors performing work on behalf of the CAO or the SAA. Early Entry by the CAO or the SAA shall be subject to the provisions of the Lease, with the exception that Lessee/Tenant’s obligation to pay rent as set forth in the Lease and any other charges required in the Lease shall not commence until the beginning of the lease term established in the Lease. At all times during the Early Entry period, neither the CAO nor the SAA shall unreasonably interfere with any activities of Lessor/Landlord in or around the leased space or the surrounding public and common areas. In the event Early Entry by the CAO or SAA interferes with Lessor/Landlord’s activities or otherwise disrupts Lessor/Landlord’s operations or the operations of other tenants, Lessor/Landlord may terminate any or all Early Entry rights of the CAO or the SAA immediately upon written notice. The CAO and/or the SAA shall be liable for any damage(s) resulting from Early Entry consistent with the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.

Lessor Signature

*Chief Administrative Officer,
United States House of Representatives*

Print Name of Lessor

Print Name of CAO

Title: _____

Date

Date

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Lease Agreement with Congressman
Troy Balderson for The Fairfield Center

(Fairfield County Facilities)

Approved as to form on 11/23/2022 8:19:21 AM by Steven Darnell,

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, rather than December 31, 2024.

- The Member/Member-Elect is required to personally sign the documents.
- Prior to either party signing a Lease, the Member/Member-Elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 118th Congress (“Attachment”), to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- After the Lease or Amendment, accompanied by the Attachment are executed by both parties, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final approval.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-Elect.
- The parties agree that any charges for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Member’s Representational Allowance.

Instructions for completing the District Office Lease (“Lease”):

- Preamble — Insert:
 - Landlord’s name; Landlord’s address; and Member/Member-Elect’s name
- Section 1 — Insert:
 - Square footage of the leased office (if known)
 - Street address including city, state, and ZIP of the leased office
- Section 3 — Insert:
 - Date lease begins (must be on or after January 3, 2023)
 - Date lease ends (must be on or before January 2, 2025)
- Section 4 — Insert the amount of monthly rent. If there is no rent, insert “\$0.00”. If rent is not constant over the lease term, insert “See Section 11” and note any rent variations in Section 11.
- Section 5 — Insert the number of days’ notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter “N/A” in this blank.
- Section 11 — Insert any additional lease provisions.

Note: Sections 1-9, other than filling in the blanks, may not be altered or deleted.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 118th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

_____, _____
(Landlord's name) (Landlord's street address, city, state, ZIP code)

("Lessor"), and _____, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee _____ square feet of office space located at _____
(Office street address)
in the city, state and ZIP code of _____.
(Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning _____, 20____ and ending _____, 20____. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2025, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be _____, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving _____ days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 118th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 118th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

District Office Lease

(Page 2 of 3 – 118th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[*Signature page follows.*]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 118th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: 

Lessor Signature

Lessee Signature

Name:

Title:

11/29/2022

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.

- **The Member/Member-elect is required to personally sign the documents.**
- **The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.**
- **Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.**
- **Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.**
- If Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with the execution of the Lease or Amendment.
- Once signed by both parties, the Lease or the Amendment, accompanied by the Attachment, must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final approval.
- Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by Administrative Counsel and payments will not be made.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.
- The parties agree that any changes for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Members’ Representational Allowance.
- **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).**

District Office Lease Attachment

(Page 1 of 5 – 118th Congress)

SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

- * High-Speed Internet Available Within the Leased Space.
Please list any internet providers known to provide service to the property:

- * Interior Wiring CAT 5e or Better within Leased Space.

To be completed by the Lessor (optional amenities):

- Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- Lockable Space for Networking Equipment.
- Telephone Service Available.
- Parking. _____ Assigned Parking Spaces
 _____ Unassigned Parking Spaces
 General Off-Street Parking on an As-Available Basis
- Utilities. Includes: _____
- Janitorial Services. Frequency: _____
- Trash Removal. Frequency: _____
- Carpet Cleaning. Frequency: _____
- Window Washing. Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: _____
- Cable TV Accessible. If checked, Included in Rental Rate: Yes No
- Building Manager. Onsite On Call Contact Name: _____

Phone Number: _____ Email Address: _____

District Office Lease Attachment

(Page 2 of 5 – 118th Congress)

SECTION B (Additional Lease Terms)

- 1. Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
- 2. Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
- 3. Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
- 4. Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
- 5. Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
- 6. Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
- 7. Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
- 8. Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

(Page 3 of 5 – 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 118th Congress)

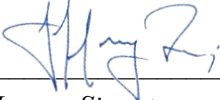
systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment
(Page 5 of 5 – 118h Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____ <i>Print Name of Lessor/Landlord</i>	_____ <i>Print Name of Lessee</i>
By:  _____ <i>Lessor Signature</i>	_____ <i>Lessee Signature</i>
Name: Title:	
11/29/2022 _____ <i>Date</i>	_____ <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

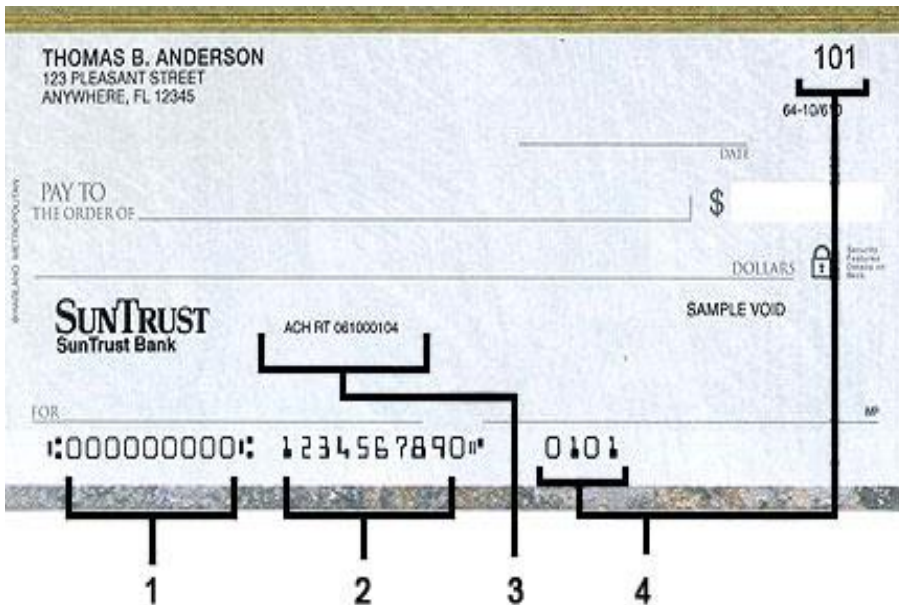
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

Addendum to Lease

Early Entry

Following the execution of the Lease and prior to the commencement of the lease term, Lessor/Landlord shall allow the Office of the Chief Administrative Officer for the U.S. House of Representatives (“CAO”) and/or the Office of the House Sergeant at Arms (“SAA”) to have reasonable access to and to enter the leased space and surrounding public and common areas on behalf of the Lessee/Tenant for the purpose of assessing, constructing, and installing all cabling, wiring, equipment, apparatus, facilities and other networking, telecommunications, security materials, security devices, and security systems to be used at the leased space (“Early Entry”). Such Early Entry shall be permitted beginning _____, 20____, and shall continue through the commencement date of the Lease, and shall include access and entry by contractors and subcontractors performing work on behalf of the CAO or the SAA. Early Entry by the CAO or the SAA shall be subject to the provisions of the Lease, with the exception that Lessee/Tenant’s obligation to pay rent as set forth in the Lease and any other charges required in the Lease shall not commence until the beginning of the lease term established in the Lease. At all times during the Early Entry period, neither the CAO nor the SAA shall unreasonably interfere with any activities of Lessor/Landlord in or around the leased space or the surrounding public and common areas. In the event Early Entry by the CAO or SAA interferes with Lessor/Landlord’s activities or otherwise disrupts Lessor/Landlord’s operations or the operations of other tenants, Lessor/Landlord may terminate any or all Early Entry rights of the CAO or the SAA immediately upon written notice. The CAO and/or the SAA shall be liable for any damage(s) resulting from Early Entry consistent with the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680.



Lessor Signature

*Chief Administrative Officer,
United States House of Representatives*

Print Name of Lessor

Print Name of CAO

Title: _____

11/29/2022

Date

Date

Signature Page

Resolution No. 2022-11.29.k

A Resolution Authorizing the Approval of a Lease Agreement with Congressman Troy Balderson for The Fairfield Center

(Fairfield County Facilities)

Upon the motion of Commissioner Steven A. Davis, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

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.***

District Office Lease Attachment - Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- **The Member/Member-elect is required to personally sign lease documents.**
- **The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.**
- **Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.**
- **Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.**
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).**

District Office Lease Attachment

(Page 1 of 5 – 119th Congress)

SECTION A **(Lease Amenities)**

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

- * **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

- * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

- Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- Lockable Space for Networking Equipment.
- Telephone Service Available.
- Parking. _____ Assigned Parking Spaces
 _____ Unassigned Parking Spaces
 General Off-Street Parking on an As-Available Basis
- Utilities. Includes: _____
- Janitorial Services. Frequency: _____
- Trash Removal. Frequency: _____
- Carpet Cleaning. Frequency: _____
- Window Washing. Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: _____
- Cable TV Accessible. If checked, Included in Rental Rate: Yes No
- Building Manager. Onsite On Call Contact Name: _____

Phone Number: _____ Email Address: _____

District Office Lease Attachment

(Page 2 of 5 – 119th Congress)

SECTION B (Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 119th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment
(Page 5 of 5 – 119th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____	_____
<i>Print Name of Lessor/Landlord</i>	<i>Print Name of Lessee</i>
By: _____	_____
<i>Lessor Signature</i>	<i>Lessee Signature</i>
Title: _____	
_____	_____
<i>Date</i>	<i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone _____ E-mail _____ @mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____
(Administrative Counsel)

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of Lease Amendment No. 1 with
Congressman Troy Balderson at the Fairfield Center

(Fairfield County Facilities)

Approved as to form on 12/5/2024 9:25:12 AM by Steven Darnell,

Signature Page

Resolution No. 2024-12.10.q

A Resolution Authorizing the Approval of Lease Amendment No. 1 with
Congressman Troy Balderson at the Fairfield Center

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

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

71700300- 434410 Reimbursement - \$192.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services
Amount: \$192.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2024-12.10.r

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt, for costs owed to the PA fund:

12201807-434008 (Reimbursement from the CSEA) \$46,125.87

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

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12201507 900000 Reimburse Public Assistance

Amount: \$46,125.87

Subject to final quarterly reconciliation from ODJFS

Prepared by: *Morgan Fox, Fiscal Officer*

cc: JFS Finance

CSEA to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes
2024				
Jan-24	\$ 16,073.67	\$ 52,331.76	\$ 16,077.69	Resolutions 2024-01.09.dd and 2024-01.23.o
Feb-24	\$ 16,549.44	\$ 16,073.67	\$ 16,553.46	Resolution 2024-02.27.h
Mar-24	\$ 16,928.74	\$ 16,549.44	\$ 16,932.76	Resolution 2024-04.02.n
Apr-24	\$ 18,334.63	\$ 16,928.74	\$ 18,338.65	Resolution 2024-04.16.m
May-24	\$ 25,318.37	\$ 43,657.02	\$ -	Resolution 2024-06.11.cc
Jun-24	\$ 18,308.01	\$ 18,308.01	\$ -	Resolution 2024-07.23.h
Jul-24	\$ 18,426.88	\$ 18,426.88	\$ -	Resolution 2024-08.20.k
Aug-24	\$ 15,124.34	\$ -	\$ 15,124.34	
Sep-24	\$ 17,211.40	\$ -	\$ 32,335.74	
Oct-24	\$ 13,790.13	\$ -	\$ 46,125.87	
Nov-24	\$ 18,852.59	\$ -	\$ 64,978.46	
Dec-24	\$ 18,852.59	\$ -	\$ 83,831.05	
Total	\$ 213,770.79	\$ 182,275.52	N/A	Totals

Signature Page

Resolution No. 2024-12.10.s

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

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

71700300- 434410 Reimbursement - \$160.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services
Amount: \$160.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2024-12.10.t

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to assign authority to the Director of the Fairfield County Department of Job and Family Services to serve as the designee of the Board of County Commissioners to approve inter-county adjustment agreements relating to the allocation of funds issued by the Ohio Department of Job and Family Services for specific period of time.

WHEREAS, The Ohio Department of Job and Family Services provides allocations of state and federal funds to the County Department of Job and Family Services; and

WHEREAS, The Ohio Administrative Code Section 5101:9-6-82 provides for an inter-county adjustment of any state or federal county family services agency allocation made to the County Department of Job and Family Services; and

WHEREAS, Such inter-county adjustments are processed in order to best meet the needs of constituents in the context of limited allowable uses of each type of fund; and

WHEREAS, In order to process an inter-county adjustment, a county must make such an inter-county adjustment request to the Ohio Department of Job and Family Services; and

WHEREAS, the request to the Ohio Department of Job and Family Services needs to include authorization from the Board of County Commissioners, and in accordance with Ohio Administrative Code Section 5101:9-6-82 (F) (2) (a), a Board of County Commissioners may assign authority to approve inter-county adjustment requests with an assignment to the county family services agency director (The County Department of Job and Family Services Director) on behalf of the county, for a specific period of time;

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

Section 1. The Board of County Commissioners assigns authority to the County Department Job and Family Services Director to serve as the county designee to approve the requests for inter-county adjustments from the Ohio Department of Job and Family Services from the date of this resolution through December 31, 2025, with an understanding that a summary of the adjustments that are approved are provided to the County Administrator.

Rule 5101:9-6-82 | Inter-county adjustment of allocations.

Ohio Administrative Code / 5101:9 / Chapter 5101:9-6 | Allocations

This is an Internal Management (IM) rule governing the day-to-day staff procedures and operations within an agency.

Effective: April 1, 2018 Promulgated Under: 111.15

(A) The inter-county adjustment of allocations is a process for county family services agencies (CFSAs), as defined in rule [5101:9-6-50](#) of the Administrative Code, to facilitate inter-county allocation requests for additional and/or release of funds.

(B) Subject to the requirement of this rule, the Ohio department of job and family services (ODJFS) will execute the request to adjust allocated funds based on the completion, acceptance, and submission of the inter-county transfer budget request in the county finance information system (CFIS). Proposed transactions and final agreements regarding the adjustment of funds will be initiated and entered into by the agencies involved. ODJFS will not be a party to or participate in any proposed or final inter-county adjustment agreements with any CFSA. However, in the event there are funding problems with one or more of the funds, the director of ODJFS may limit fund sources, either partially or totally, that are available for an exchange of allocation amounts between counties.

(C) ODJFS notifies the CFSA of county allocation funding levels through subgrant notices issued through CFIS. The allocation amounts listed in the CFIS notice, less any draws against the allocation amounts, will be the maximum amount eligible for the inter-county adjustment of allocated funds.

(D) If funding level reductions or increases occur during the funding period, allocation dollar amount changes will be made proportionate to the certified allocation dollar amounts that ODJFS has on record as of the effective date for the announced funding level change.

The funding period is the period in which services are performed and/or provided. Pending adjustments will not be a factor in the calculation.

(E) Inter-county agreements can only be made between similar CFSA's. Agreements involving public assistance (PA) funds can only be made between county departments of job and family services (CDJFS's). Agreements involving public children service agency (PCSA) funds can only be made between PCSA's. Agreements involving child support enforcement agency (CSEA) funds can only be made between CSEA's.

(F) When two CFSA's agree to an inter-county transfer of funding, each CFSA shall complete the inter-county transfer budget request in CFIS which shall serve as the agreement between the county directors involved in the transaction.

(1) The director of the CFSA or another designee releasing funds is certifying the following when submitting an inter-county transfer budget request in CFIS:

(a) Sufficient funding levels remain to provide mandated services for the remainder of the funding period;

(b) If the funding source is temporary assistance for needy families (TANF), Ohio works first (OWF), medicaid, or food assistance (FA) funding, all mandated services for the remainder of the state fiscal year (SFY) will be provided, regardless of funding; and

(c) The fund release does not leave the county with an amount below the previous SFY expenditure level.

(2) A resolution passed by the board of county commissioners of each county shall be attached to the inter-county transfer budget request in CFIS.

(3) The board of county commissioners may pass a resolution:

(a) Assigning authority to the director of the CFSA to serve as their designee on behalf of the county for a specific period of time to release and/or accept funds;

(b) Assigning authority to another party to serve as designee on behalf of the county for a specific period of time to release and/or accept funds; or

(c) Agreeing to enter in the inter-county adjustment agreement with a specific county with specific amounts.

(4) The submittal of the inter-county transfer budget request in CFIS will serve as a request for allocated funds adjustment and must be received by ODJFS no later than the last date of the liquidation period of the funds being transferred.

(G) Upon the timely receipt of a properly completed inter-county transfer budget request in CFIS and county commissioner resolution(s), ODJFS will execute the requested adjustment of funds from the counties involved in the transaction.

(1) ODJFS will reduce the allocation for funds as specified on the inter-county transfer budget request in CFIS;

(2) ODJFS will increase the allocation for funds as specified on the inter-county transfer budget request in CFIS; and

(3) Upon completion of the fund-adjustment, ODJFS will notify the CFSA that revised subgrant notices are available in CFIS.

(H) The approval by ODJFS to adjust the allocation of a CFSA pursuant to this rule is for the funding and liquidation period during the fiscal year in which it is made and does not obligate ODJFS to any future allocation increase to the CFSA.

(I) Nothing in this rule should be interpreted or construed to replace, amend, or supersede the requirements of rule 5101:9-6-02 of the Administrative Code.

(J) The definitions, requirements and responsibilities contained in rule 5101:9-6-50 of the Administrative Code are applicable to this rule.

Supplemental Information

Authorized By: 5101.161, 5101.46, 5101.02

Amplifies: 5162.03, 5101.02, 5101.16, 5101.161, 5101.46, 5101.54, 5107.05

Five Year Review Date:

Prior Effective Dates: 9/15/2005, 11/6/2009, 10/1/2010, 5/31/2011, 8/30/2013

Signature Page

Resolution No. 2024-12.10.u

A resolution to assign authority to the Director of the Fairfield County Department of Job and Family Services to serve as the designee of the Board of County Commissioners to approve inter-county adjustment agreements relating to the allocation of funds issued by the Ohio Department of Job and Family Services for specific period of time.

(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 authorizing the approval of an updated Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services.

WHEREAS, Fairfield County Job & Family Services, is requesting the Board of Commissioners approval of an updated Purchase of Service Agreement with Lancaster-Fairfield Public Transit, 746 Lawrence Street, Lancaster, OH 43130; and

WHEREAS, the purpose of the updated purchase of service contract is to provide demand responsive transportation services; and

WHEREAS, this agreement shall be effective July 1st, 2024 through June 30th, 2025; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. A resolution authorizing the approval of an updated Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services.

Section 2. That the Fairfield County Board of Commissioners confers the authority on the County Administrator to contract on behalf of the Board for any and all contracts related to implementing the transition of transportation services from JFS to Fairfield County Transportation, with such authority by the County Administrator to enter into the foregoing contracts not requiring further resolution of the Board.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager



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: **Lancaster Fairfield Public Transit**
Date: **6/20/2024 9:57:12 AM**

This search produced the following list of **16** possible matches:

Name/Organization	Address
Blanton, Rachel	10052 State Route 772
Brock-Blanks, Deborah	731 N. Fred Shuttlesworth
Cleveland Academy of Math, Science and Technology	
Dolan, Leslie	8333 Bishopville Road
Flanagan, Richard	62769 Riggs Road
Gilliland, Scott	370 Westview
Landon III, Robert	1294 Montego Drive
Lang, Katherine	32 Front Street, Apartment 1
Langley, Carol	1677 Miami Trace Road SE
Langley, Carol	1677 Miami Trace Road SE
Moreland, Nellie	
Newland, John	3554 Georgina Ave
Ohio Plan Risk Management, Inc.	P.O. Box 2083
Ragland, Rhonda	3941 Valley Brook Dr. S.
Ragland, Rhonda	3941 Valley Brook Drive S.
Village of Rutland	

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.

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: _____ (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 _____ day of _____, 20_____.

 radi D ur ud e Ma a er
Name and Title

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

Fairfield County 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 # **24001236 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

**B
I
L
L
T
O**

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 001

**V
E
N
D
O
R**

LANCASTER PUBLIC TRANSIT
SYSTEM
746 LAWRENCE ST
LANCASTER, OH 43130

**S
H
I
P
T
O**

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-687-6858	740-681-5020	1325		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2024	5672	01/01/2024		JOB & FAMILY SERVICES
NOTES				

2024-2025 TRANSPORTATION

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	MODIFIED: 2024-2025 TRANSPORTATION	1.0	EACH	\$1,022,005.28	\$1,022,005.28

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1,022,005.28 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

Carri L. Brown

Auditor Fairfield County, OH

12/10/2024

Vendor Copy

Total Ext. Price	\$1,022,005.28
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$1,022,005.28



Important Reqs and Certs Update [Show Details](#)

Mar 1, 2024



[See All Alerts](#)

Planned Maintenance Schedule [Show Details](#)

May 21, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains



Filter By




Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

Any Words 

All Words 

Exact Phrase 

e.g. 1606N020Q02

"Lancaster Fairfield Public Transit" 

Federal Organizations

Enter Code or Name 



Status 

Active

Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)



Feedback

Our Website

[About This Site](#)

[Our Community](#)

[Release Notes](#)

[System Alerts](#)

Policies

[Terms of Use](#)

[Privacy Policy](#)

[Restricted Data Use](#)

[Freedom of Information Act](#)

[Accessibility](#)

Our Partners

[Acquisition.gov](#)

[USASpending.gov](#)

[Grants.gov](#)

[More Partners](#)

Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#)

[External Resources](#)

[Contact](#)



⚠ WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY!"** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

**SERVICE AGREEMENT
BETWEEN
FAIRFIELD COUNTY JOB AND FAMILY SERVICES AND
LANCASTER FAIRFIELD PUBLIC TRANSIT**

This contract is entered into on July 1, 2024, between Fairfield County Job and Family Services (“Agency” or “FCJFS”) and Lancaster Fairfield Public Transit (“Contractor” or LFPT), for the purchase of transportation services. In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contract agree as follows:

Article 1 – Purpose

The purpose of this Contract is for the procurement of goods or services for use by Fairfield County Job and Family Services in the administration of transportation services. This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OMB Circular A-133 (A-133) or in the federal grants management “common rule.”

Article 2 – Scope of Services/Deliverables

A. Agency Responsibilities – Purchase transportation services.

B. Contractor Responsibilities – Provide transportation to FCJFS approved designations for program eligible individuals, including program eligible wheelchair and other handicapped individuals.

Article 3 – Billing and Payment

1. A per trip rate of \$30.00 per person, regardless of origin or destination. (i.e., City limits, County limits, out of County)
2. A per loaded mile rate of \$5.50 per mile, with billing starting at the City of Lancaster limits when leaving the city and ceasing as the City of Lancaster limits upon returning..
3. Wait time fee of \$25.00 per hour or fraction thereof to begin after 10 minutes.
4. LFPT will not be providing any NEMT, these services will be completed by 3rd party designee’s.
5. Holiday pay rates will be paid for the following indicated holidays: New Year’s Day, Martin Luther King Day, Easter, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day) at the below listed rates:
 - a. Per trip rate of \$60.00 per person, regardless of origin or destination (i.e., city limits, county limits, out of county)
 - b. Per loaded mile rate of \$11.00 per mile.
 - c. Wait time of \$50 per hour or fraction thereof to begin after 10 minutes.

Invoicing for clients will start with the first pick up mile and end with the last drop off mile. No additional fees may be charged to the consumer for services rendered under this contract.

Contractor agrees to maintain all records including number of persons served; number of trips; trip mileage; customer signature on trip log; time and point of departure and arrival for trips.

Contractor must submit a detailed invoice each month to Agency within thirty (30) days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to

include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- If Contractor is billing for hours associated with employees completing scheduling activities, Contractor will provide (one time) a job description indicating 100% of scheduling employee's time is dedicated to FCJFS scheduling activities; In addition, Contractor will provide a copy of detailed payroll information for the time of the scheduling employee. Time may include benefit time such as holidays, vacation, sick etc. Time may also include salaries and fringe benefits.
- The Agency will provide reimbursement for those activities that the agency is able to clam via federal reimbursement, as defined above and provided via actual costs expended by the Contractor.
-

Under no circumstances will Agency make payment for any goods or services invoiced after June 30, 2025. The final invoice must be received by the Agency by the close of business at 4:00 p.m. on August 31, 2025.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely, but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within ten (10) days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Fairfield County Auditor issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4 – Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; awards by the Ohio Department of Job and Family Services; and appropriations by the Fairfield County Board Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the

Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from September 1, 2024, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through June 30, 2025, inclusive, unless otherwise extended or renewed, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until July 1, 2024 the Fairfield County Auditor certifies pursuant to R.C. 5705.41(D) that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension or of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 – Extension or Renewal of Contract

The Agency and Contractor may determine that an extension or renewal of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended or renewed for a period not to exceed one year with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension or renewal is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 – Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 – Termination

A. Either party may terminate this Contract upon thirty (30) days written notice to the other party.

B. Notwithstanding Article 5-A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of

termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination thirty (30) days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

Article 9 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of three years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year period, whichever is later.

Article 10 - Confidentiality

Contractor agrees that all records, documents, writings, or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Fairfield County, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

D. Nothing in this section shall be construed as contravening Ohio and Federal public records laws and both Agency and Contractor agree that the law is applicable to any public records created pursuant to this agreement by the parties.

Article 11 – Conflict of Interest/Ethics

Contractor agrees that Contractor will not promise or give to any agency officer, employee, or agent anything of

value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Fairfield County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2921.42 or 2921.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Contractor

Contractor agrees that it is a separate entity from Agency for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 – Assignment and Subcontracting

All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within three working days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 14 – Integration and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

Article 15 – Severability

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

Article 16 – Equal Employment Opportunity

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran’s status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR will incorporate the foregoing requirements of this Section in all its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The CONTRACTOR will incorporate the foregoing requirements of this Section in all its contracts for any of the work prescribed in this Contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

Article 17 – Compliance Requirements

The Contractor agrees to comply with all applicable federal, state, and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5) (for construction contracts over \$2,000);
- Sections 3702 and 3704 of the Contract Work hours and Safety Standards Act (40 U.S.C. 3701-3708 as supplemented by Department of Labor regulations (29 CFR part 5) (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in department of labor regulations (29 CFR Part 3);
- 42 U.S.C. 7401-7671 of the Clean Air Act, and the Federal Water Pollution Control Act as amended (33 U.S.C. Part 1251-1387) (for contracts over \$150,000);

- Contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352). Certification is required for contractors for an award of \$100,000 or more;
- Compliance with Debarment and Suspension (Executive Orders 12549 and 12689). Award must not be made to parties listed on the government wide exclusions in the System for Award Management. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 29 CFR Part 98 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- Sections 3517.13 (I) and (J), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.
- Domestic preferences – As appropriate and to the extent consistent with law, the agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Article 18 – Child Support

Contractor agrees to cooperate with ODJFS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support, which is issued pursuant to Chapter 3113, Revised Code.

Article 19 – SNAP – Supplemental Nutrition Assistance Program

Transportation for FSET (Food Share Employment and Training) required disclosure. Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal Financial Assistance from FNS.

For Fairfield County Job and Family Services:

For Contractor: Lancaster Fairfield Public Transit

Corey Clark, Director

Date

Rick Szabrak

Date

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of an updated Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family Services.

(Fairfield County Job and Family Services)

Approved as to form on 12/4/2024 11:28:57 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.10.v

A resolution authorizing the approval of an updated Purchase of Service Agreement between Lancaster-Fairfield Public Transit and Fairfield County Job and Family 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 regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services

WHEREAS, Fairfield County Job & Family Services (FCJFS), is requesting the Board of Commissioners approval of a purchase of service contract with Forensic Fluids Laboratories, Inc., 225 Parsons Street, Kalamazoo, MI 49007, and

WHEREAS, the purpose of the purchase of service contract is to provide substance abuse screening services to meet the needs of the agency, and

WHEREAS, this agreement shall be effective January 1, 2025 through December 31, 2025, and

WHEREAS, a purchase order encumbering the funds for the services has been acquired, and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with Forensic Fluids Laboratories, Inc. and Fairfield County Job & Family Services.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Service Agreement

This Agreement (hereinafter referred to as "AGREEMENT"), effective as of this First day of January 2025 and entered into by and between **Fairfield County Job and Family Services, Protective Services, of the State of Ohio** (hereinafter referred to as "the Agency") and **Forensic Fluids Laboratories Inc.**, (hereinafter referred to as "Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. PURPOSE AND SCOPE

- a. The purpose of this AGREEMENT is to provide oral fluid kits and drug testing services for clients involved with the Agency. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.
- b. Agreement, as referred to herein, shall mean this document executed by the Agency and Provider, and shall include the Terms and Conditions set forth herein, and any supplemental agreement or modification entered into between the Agency and Provider, in writing and signed by each Party, after the date of this AGREEMENT.
- c. This Agreement constitutes the entire agreement between the parties. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the AGREEMENT have been made by the Agency or Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This AGREEMENT may be amended and modified only in writing signed by both the Agency and Provider.

2. ROLES AND RESPONSIBILITIES

- a. The Agency agrees to provide payment upon receipt of invoices for service rendered, at the attached price quote.
- b. Provider shall provide ORAL FLUID DRUG TESTING SERVICES TO THE Agency which include, however are not limited to, providing an oral fluid kit for collecting oral fluid samples, screening the sample, confirming the positive screen with drug confirmation technology, and reporting the results of the sample.

3. TERM

- a. The term of this Agreement shall begin as of the date indicated above and shall terminate one (1) year thereafter, unless terminated earlier in accordance with this Agreement.
- b. In the event of dissatisfaction among the parties, the Provider and the Agency shall meet to develop a plan to cure the source of the dissatisfaction. Should the Provider and Agency develop a mutual plan, this Agreement shall remain in effect, but and

in no case shall either party terminate this Agreement until at least one hundred-twenty (120) day following the meeting.

- c. This Agreement is contingent upon the Agency receiving the necessary funding to cover the obligations of the Agency. In the event that such funding is not received or appropriated, the obligations of the Agency under the Agreement shall cease, and each party shall be released from further performance under the Agreement without any liability to the other party.

4. COMPENSATION

- a. Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the screening task at the rates set forth in Attachment A, "Service Fees", attached hereto and incorporated herein. There are no minimum or maximum compensation levels for services under this Agreement.
- b. Provider shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed for which expenses incurred under this Agreement are payable by the Agency. The Agency shall pay Provider within thirty (30) days after receipt of such properly itemized invoice(s) where payment is incurred by and owed by the Agency.

5. GENERAL PROVISIONS

- a. Independent Provider. The parties agree that Provider is an independent provider and is in no way an employee or agent of the Agency. As such, Provider is not entitled to workers' compensation or any benefit of employment by the Agency. The Agency shall have no control over the performance of this Agreement by the Provider or Provider's employees, except to specify the results to be achieved. Provider acknowledges that it is not insured in any manner by the Agency for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the Agency in any way.
- b. Necessary Documentation. Provider certifies that it will furnish the Agency, if requested, any and all documentation, certification, authorization, license, permit, or registration required by applicable federal, state and local laws, rules, regulations or ordinances. Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement.
- c. Confidentiality
 - i. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Provider understands that the information provided

to it or obtained from the Agency during the performance of its services is confidential and may not, without prior written consent of the Agency, be disclosed to any person without receiving permission from the Agency except to employees or agents of Provider who have a need to know in order to provide the services. Further, Provider's work product generated during the performance of this Agreement is confidential to the Agency. Confidential information shall not include information, that: (a) was known by Provider or the Agency at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Provider or the Agency; (c) is made known to Provider or the Agency by a third person who to the knowledge of the Provider or the Agency does not impose any obligation of confidence on Provider or the Agency with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or Agency order whereupon Provider or the Agency shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by Provider or the Agency without references to the confidential information.

- ii. Provider acknowledges that it is a Qualified Service Organization as defined by 42 C.F.R. Part 2 and that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; (ii) any client information it receives from the Agency that is protected by 42 C.F.R. Part 2 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 42 C.F.R. Part 2.
 - iii. Provider acknowledges that : (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164; (ii) any client information it receives from the Agency that is protected by 45 C.F.R. Parts 160 and 164 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 45 C.F.R Parts 160 and 164.
 - iv. Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the Agency that is required to be kept confidential by the Agency except as contemplated by Section c (i), above.
- d. Records; Audit. Provider shall maintain books, records, documents and other evidence directly pertinent to performance of services under this AGREEMENT. Provider shall make such materials available, at its offices at all reasonable times

during the Agreement period and for a period of three (3) years from the date of final payment under this Agreement, for inspection by the Agency or any other authorized representative of the Agency. Copies thereof, if requested, shall be furnished at no cost to the Agency.

- e. Non-discrimination. Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.
- h. Conflict of Interest. Provider certifies and warrants to the Agency that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Agency.
- i. Applicable Laws; Forum.
 - i. Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the Agency and Provider to determine whether the provisions of the Agreement require formal modification.
 - ii. This Agreement shall be construed in accordance with the laws of the state where services are provided. Venue for any dispute arising under this Agreement shall be in state and county where the Agency is located.
- j. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by an Agency of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- k. Successors and Assigns. Except as otherwise provided herein, Provider shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Agency; provided, however, the Provider may freely assign this Agreement to a subsidiary or affiliated entity of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Agency or the Provider.
- l. Authority to Bind Provider. Notwithstanding anything in this Agreement to the contrary, the signatory for Provider represents that he/she has been duly

authorized to execute agreements on behalf of Provider and has obtained all necessary or applicable approval to make this Agreement fully binding upon Provider when his/her signature is affixed and accepted by the Agency.

m. Debarment and Suspension

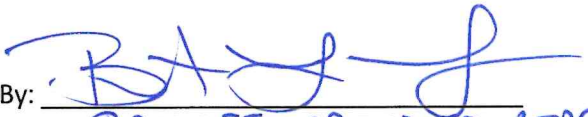
- i. Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider.
 - ii. Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision.
- n. Compliance With E-Verify Program. Provider shall enroll in and verify the work eligibility status of all newly hired employees of Provider through the E-Verify Program ("Program"). Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Provider shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.
- o. Signature. Signatures may be executed in counterparts and by facsimile or electronic form.
- p. Mutual Drafting. The Agency and Provider agree that this Agreement has been mutually drafted and authored by the Agency and the Provider and that it shall not be construed against any one party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed on the next page.

FAIRFIELD COUNTY, OF THE STATE OF OHIO

FORENSIC FLUIDS LABORATORIES, Inc.

By: _____
Name: _____
Title: _____

By: 
Name: BRIDGET LORENZ LEMBERG
Title: LAB DIRECTOR / CEO

6

Attachment A
Specification of Deliverables

Fees/Cost:

Service	Cost:
Substance Use Testing panel requested for Oral Fluid:	\$27.00
Other Special Requested Substances:	\$22.00 per sample (not per drug)
Test Confirmation	Included in above price
Testing Cups:	Included in above price
Oral Swabs:	Included in above price
Training: In person and web-based	Included in above price
Court Testimony:	Included in above price

- A. Test results return within 48 hours
- B. If a sample "screens" positive, the Provider will use the Confirmation Test called LCMSMS (Liquid Chromatography Tandem Mass Spectrometry).
- C. Provider will provide a list of 72 county ODJS for Fairfield County for collection at other sites.

7

Confidentiality Statement and Service Agreement

Company Name: Fairfield County Children Services
 Address: 239 W Main St
 City: Lancaster State: OH Zip Code: 43130
 Phone: (740) 652-7854
 Reporting Contact Name: Karla Nelson Billing Contact Name: Karla Nelson
 Reporting Contact Email: karla.nelson@jfs.ohio.gov Billing Contact Email: karla.nelson@jfs.ohio.gov
 Training Date: n/a Results Reported: Email Web Portal
 Initial Test Kit* Order: n/a Kits Collection Device: Quantisal Effective Date: 11/12/24
*Testing kit includes: collection device, Chain of Custody, clear plastic specimen bag
 Customer #: 13031585 Reason Code: contract renewal

Service Provided	Price per item
11-panel screen to Auto Confirmation: 250+ Samples Per Month Amphetamine-Methamphetamine-THC-Cocaine-Opiates-Benzodiazepines-Methadone-Oxycodone-Buprenorphine-Tramadol-Fentanyl	\$24.00/kit
11-panel screen to Auto Confirmation: Less than 250 Samples Per Month Amphetamine-Methamphetamine-THC-Cocaine-Opiates-Benzodiazepines-Methadone-Oxycodone-Buprenorphine-Tramadol-Fentanyl	\$27.00/kit
Special Requests	\$22.00/sample
Additional UPS Shipping Bags**FFL will supply 1 UPS bag for every 5 Samples	\$12.00/bag

Workplace: Yes MRO Terms: Net 30 day
 Shipping: UPS Client Provides S&H Randomization Web Chain of Custody

1. FFL will retain negative samples for one week, positive samples, frozen for one year.
2. Randomization program provided upon request.
3. Remote court testimony (Phone, Zoom, Teams, Lifesize) is included at no additional charge. In-person testimony is negotiable.
4. Pricing based on volume of samples tested and may change accordingly.
5. Please see Drug List for all available drugs and metabolites from FFL.

Contractor shall keep and shall require by contractual commitment of all its agents, employees and contractors to keep all information pertaining to any testing or test results strictly confidential in compliance with applicable law. Confidential information hereunder shall be disclosed to third parties only under the circumstances allowed in law or pursuant to lawful process.

Print Name: _____ Sign/Date: _____
Holly Ontko
 FFL Representative Name (Print Name) FFL Representative Signature/Date



A Contract regarding Forensic Fluids between Job and Family Services and

Approved on 12/2/2024 12:28 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 12/2/2024 3:46:46 PM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



Important Reps and Certs Update [Show Details](#)

Jul 18, 2024



[See All Alerts](#)

Entity Validation [Show Details](#)

Nov 20, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words ▾

e.g. 1606N020Q02



Select Domain

All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#) [↗](#)

Simple Search

Search Editor

Any Words [i](#)

All Words [i](#)

Exact Phrase [i](#)

e.g. 1606N020Q02

"Forensic Fluids" [x](#)

Federal Organizations

Enter Code or Name ▾



Status

12/10/2024

514

Active



Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)



[Feedback](#)

Our Website

[About This Site](#)

[Our Community](#)

[Release Notes](#)

[System Alerts](#)

Policies

[Terms of Use](#)

[Privacy Policy](#)

[Restricted Data Use](#)

[Freedom of Information Act](#)

[Accessibility](#)

Our Partners

[Acquisition.gov](#)

[USASpending.gov](#)

[Grants.gov](#)

[More Partners](#)

Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#)

[External Resources](#)

[Contact](#)

WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



SAM.gov

An official website of the U.S. General Services Administration



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: **Forensic Fluids**
Date: **12/4/2024 9:26:38 AM**

This search produced the following list of **12** possible matches:

Name/Organization	Address
Ashford, Velma	4400 Clarkwood Parkway, Unit 225
Crawford, Tammy	26885 Darl Road
Ford, Maria	1105 Lantern Trail Ave.
Forte Promotions Group, Inc.	13700 York Road
Fortson, Johnny	1040 Helmsdale Road
Ledford, Paul	
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Scholarts Preparatory and Career Center for Children	PO Box 360895
Stanforth, John	1088 Fife Avenue
Talented Tenth Leadership Academy for Boys	867 Mt. Vernon Rd.
Talented Tenth Leadership Academy for Girls	112 Jefferson Avenue
Youth for a Positive Vision	5545 North Marginal Road, Suite 518

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.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.


Name and Title _____

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

Fairfield County Job and Family Services is requesting this contract be processed based on the estimated revenues expected in 2025. This contract has been budgeted for Forensic Fluids at \$25,000.00 for calendar year 2025.

Prosecutor's Approval Page

Resolution No.

A resolution regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services

(Fairfield County Job and Family Services)

Approved as to form on 12/4/2024 11:31:29 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.10.w

A resolution regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

WHEREAS, Fairfield County Job & Family Services expended funds and expects to expend funds from the public assistance fund for costs attributable to the Children Services division of Job and Family Services, and

WHEREAS, the Children Services division has received funds to cover these costs and such funds have been deposited in the children services fund (2072) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover costs from the children services fund (2072),

NOW THEREFORE,

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

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

12201807-434007 REIMCS (Reimbursement from Children Services)

\$675,335.25

This amount represents costs owed to the PA fund.

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

2024-12.10.x

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

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207207 900000 reimburse Public Assistance

Amount: \$675,335.25

Subject to final quarterly reconciliation from ODJFS

Prepared by: Morgan Fox, Fiscal Officer

Cc: JFS Finance

CPS to PA Shared	Owed to PA Fund	Soc Serv Op	Total Owed to PA	Paid to PA Fund	Balance	Notes	Title XX Transfer	Title XX Base
2024								
Jan-24	\$ 490,881.02		\$ 490,881.02	\$ 1,267,617.09	\$ 244,639.85	Resolutions 2024-01.09.cc and 2024-01.23.n		
Feb-24	\$ 492,883.94		\$ 492,883.94	\$ 485,615.13	\$ 251,908.66	2024-02.27.i		
Mar-24	\$ 260,053.65		\$ 260,053.65	\$ 492,883.94	\$ 19,078.37	2024-04.02.m	\$ 161,605.50	\$ 85,589.84
Apr-24	\$ 523,001.99		\$ 523,001.99	\$ 260,053.65	\$ 282,026.71	2024-04.16.v		
May-24	\$ 858,648.74		\$ 858,648.74	\$ 1,140,675.45	\$ -	2024-07.09.ff		
Jun-24	\$ 522,826.84		\$ 522,826.84	\$ 522,826.84	\$ -	2024-08.20.l	\$ 82,158.83	\$ 38,000.00
Jul-24	\$ 560,770.96		\$ 560,770.96	\$ -	\$ 560,770.96			
Aug-24	\$ 563,687.03		\$ 563,687.03	\$ 1,124,457.99	\$ -	2024-09.24.s		
Sep-24	\$ 89,904.37		\$ 89,904.37	\$ -	\$ 89,904.37		\$ 165,991.00	\$ 46,699.00
Oct-24	\$ 585,430.88		\$ 585,430.88	\$ -	\$ 675,335.25			
Nov-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 1,230,631.25			
Dec-24	\$ 555,296.00		\$ 555,296.00	\$ -	\$ 1,785,927.25		\$ 161,605.50	\$ 77,256.50
Total	\$ 6,058,681.42	\$ -	\$ 6,058,681.42	\$ 5,294,130.09	N/A	Totals	\$ 571,360.83	\$ 247,545.34

Signature Page

Resolution No. 2024-12.10.x

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2024-12.10.y

A resolution regarding a Purchase of Service Contract between Avertest, LLC dba Averhealth and Job & Family Services

WHEREAS, Fairfield County Job & Family Services (FCJFS), is requesting the Board of Commissioners approval of a purchase of service contract with Avertest, LLC, 2916 W Marshall St, Suite A, Richmond, VA 23230, and

WHEREAS, the purpose of the purchase of service contract is to provide substance abuse screening services to meet the needs of the agency, and

WHEREAS, this agreement shall be effective January 1, 2025 through December 31, 2025, and

WHEREAS, a purchase order encumbering the funds for the services has been acquired, and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with Avertest, LLC dba Averhealth, and Fairfield County Job & Family Services.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Service Agreement

This Agreement (hereinafter referred to as "AGREEMENT"), effective as of this First day of January 2025 and entered into by and between **Fairfield County Job and Family Services, Protective Services, of the State of Ohio** (hereinafter referred to as "the Agency") and **Avertest, LLC d/b/a Averhealth** (hereinafter referred to as "Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. PURPOSE AND SCOPE

- 1.01 The purpose of this Agreement is to provide Measurement-based Systematic monitoring services for clients involved in adult and juvenile probation, community corrections, pretrial, and other similar diversion programs. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.
- 1.02 Agreement, as referred to herein, shall mean this document executed by the Agency and Provider, and shall include the Terms and Conditions set forth herein, Attachments A and B described in Sections II and IV and attached hereto, and any supplemental agreement or modification entered into between the Agency and Provider, in writing and signed by each Party, after the date of this AGREEMENT.
- 1.03 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Agency and Provider with respect to the subject matter hereof. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the AGREEMENT have been made by the Agency or Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This AGREEMENT may be amended and modified only in writing signed by both the Agency and Provider.

SECTION II. ROLES AND RESPONSIBILITIES

- 2.01 The Agency shall refer clients for Measurement-based Systematic Monitoring by entering relevant client information into Aversys.
- 2.02 Provider shall provide services as specified in Attachment A, "Scope of Services", attached hereto and incorporated by reference into this AGREEMENT.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin as of the date indicated above and shall terminate one (1) year thereafter, unless terminated earlier in accordance with this Agreement.
- 3.02 In the event of dissatisfaction among the parties, the Provider and the Agency shall meet to develop a plan to cure the source of the dissatisfaction. Should the Provider and Agency develop a mutual plan, this Agreement shall remain in effect, but and in no case shall either party terminate this Agreement until at least one hundred-twenty (120) day following the meeting.

3.03 This Agreement is contingent upon the Agency receiving the necessary funding to cover the obligations of the Agency. In the event that such funding is not received or appropriated, the obligations of the Agency under the Agreement shall cease, and each party shall be released from further performance under the Agreement without any liability to the other party.

SECTION IV. COMPENSATION

4.01 Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, "Service Fees", attached hereto and incorporated herein. There are no minimum or maximum compensation levels for services under this Agreement.

4.02 Provider shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed for which expenses incurred under this Agreement are payable by the Agency. The Agency shall pay Provider within thirty (30) days after receipt of such properly itemized invoice(s) where payment is incurred by and owed by the Agency.

SECTION V. GENERAL PROVISIONS

5.01 Independent Provider. The parties agree that Provider is an independent provider and is in no way an employee or agent of the Agency. As such, Provider is not entitled to workers' compensation or any benefit of employment by the Agency. The Agency shall have no control over the performance of this Agreement by the Provider or Provider's employees, except to specify the results to be achieved. Provider acknowledges that it is not insured in any manner by the Agency for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the Agency in any way.

5.02 Necessary Documentation. Provider certifies that it will furnish the Agency, if requested, any and all documentation, certification, authorization, license, permit, or registration required by applicable federal, state and local laws, rules, regulations or ordinances. Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement.

5.03 Confidentiality.

5.03.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Provider understands that the information provided to it or obtained from the Agency during the performance of its services is confidential and may not, without prior written consent of the Agency, be disclosed to any person without receiving permission from the Agency except to employees or agents of Provider who have a need to know in order to provide the services. Further, Provider's work product generated during the performance of this Agreement is confidential to the Agency. Confidential information shall not include information, that: (a) was known by Provider or the Agency at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Provider or the Agency; (c) is made known to Provider or the Agency by a third person who to the knowledge of the Provider or the Agency does not impose any

obligation of confidence on Provider or the Agency with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or Agency order whereupon Provider or the Agency shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by Provider or the Agency without references to the confidential information.

- 5.03.2 Provider acknowledges that it is a Qualified Service Organization as defined by 42 C.F.R. Part 2 and that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; (ii) any client information it receives from the Agency that is protected by 42 C.F.R. Part 2 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 42 C.F.R. Part 2.
- 5.03.3 Provider acknowledges that : (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164; (ii) any client information it receives from the Agency that is protected by 45 C.F.R. Parts 160 and 164 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 45 C.F.R Parts 160 and 164.
- 5.03.4 Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the Agency that is required to be kept confidential by the Agency except as contemplated by Section 5.03.1(d), above.
- 5.04 Records; Audit. Provider shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Provider shall make such materials available, at its offices at all reasonable times during the Agreement period and for a period of three (3) years from the date of final payment under this Agreement, for inspection by the Agency or any other authorized representative of the Agency. Copies thereof, if requested, shall be furnished at no cost to the Agency.
- 5.05 Insurance. Provider agrees to obtain and keep in force during its acts under this AGREEMENT a comprehensive general liability insurance policy in the minimum Agreement of \$1,000,000 and \$1,000,000/personal injury and a professional liability insurance in the minimum Agreement of \$1,000,000, which shall name and protect Provider; Provider's officers, agents, and employees; the Agency; and the officers, agents, and employees of the Agency from and against all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of Provider. Certificates of Insurance, naming the Agency as an "additional insured," showing such coverage then in force (but not less than the Agreement shown above) shall be filed with the Agency within thirty (30) days of this Agreement.

- 5.06 Indemnification. Provider agrees to indemnify, defend, and hold harmless the Agency, and its directors, officers, agents, officials, representatives, and employees from and against any and all demands, claims, losses, actions, causes of action, judgments and liens arising out of or in connection with the acts and/or any performances, omissions, activities, or breach of Provider or any of its officers, agents, employees or subcontractors. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Agency.
- 5.07 Non-discrimination. Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.
- 5.08 Conflict of Interest. Provider certifies and warrants to the Agency that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Agency.
- 5.09 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, riots, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.10 Applicable Laws; Forum.
- 5.10.1 Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the Agency and Provider to determine whether the provisions of the Agreement require formal modification.
- 5.10.2 This Agreement shall be construed in accordance with the laws of the state where services are provided. Venue for any dispute arising under this Agreement shall be in state and county where the Agency is located.

- 5.11 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a Agency of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.12 Successors and Assigns. Except as otherwise provided herein, Provider shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Agency; provided, however, the Provider may freely assign this Agreement to a subsidiary or affiliated entity of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Agency or the Provider.
- 5.13 Authority to Bind Provider. Notwithstanding anything in this Agreement to the contrary, the signatory for Provider represents that he/she has been duly authorized to execute agreements on behalf of Provider and has obtained all necessary or applicable approval to make this Agreement fully binding upon Provider when his/her signature is affixed and accepted by the Agency.
- 5.14 Debarment and Suspension
- 5.14.1 Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider.
- 5.14.2 Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision.
- 5.15 Compliance With E-Verify Program. Provider shall enroll in and verify the work eligibility status of all newly hired employees of Provider through the E-Verify Program (“Program”). Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Provider shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.
- 5.16 Signature. Signatures may be executed in counterparts and by facsimile or electronic form.
- 5.17 Survival. Notwithstanding any other provision of this Agreement, the provisions of paragraph 5.04 “Records” of this Agreement” shall survive the expiration, cancellation or termination of this Agreement.

5.18 Mutual Drafting. The Agency and Provider agree that this Agreement has been mutually drafted and authored by the Agency and the Provider and that it shall not be construed against any one party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed on the next page.

FAIRFIELD COUNTY OF THE STATE OF OHIO

AVERTEST, LLC D/B/A AVERHEALTH

By: _____
Name: _____
Title: _____

By: Dominique Delagnes
Dominique Delagnes
Chief Executive Officer
Date: 11/12/2024

ATTACHMENT A – SCOPE OF SERVICES

1. **Information Management System (IMS):** Provider will provide the Agency with access to a secure, web-based HIPAA compliant IMS, that at a minimum allows the Agency to:
 - a. Enroll clients in the alcohol and drug testing program;
 - b. Enter custom test panels specific to each donor;
 - c. Order unscheduled tests for an individual donor;
 - d. Enter excused test periods for an individual donor;
 - e. Inactivate or activate donors;
 - f. Track and review donor test history;
 - g. Enter specific donor co-pay Agreements;
 - h. Designate vouchers for specific donors; and
 - i. Track applicable donor payments.

The IMS shall include a dashboard view specific to each case manager that:

- a. Provides the supervising case manager quick access to each donor;
 - b. Provides a consolidated summary of all activity related to each donor;
 - c. Illustrates if a donor is scheduled to test;
 - d. Shows if a donor has called the donor notification system or not; and
 - e. Provides a summary of recent positives, no shows, and other non-negative test results.
2. **Automated Random Selection Calendar:** Provider will provide, support and maintain a secure automated random selection testing calendar that is configurable to Agency specified parameters and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes;
 - b. Schedule donors on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the IMS; and
 - e. Manually order a one-time or unscheduled test for individual donors via the IMS.
 3. **Client Notification:** Provider will provide, support, and maintain a donor notification system that notifies donors of the need to test. The donor notification system must:
 - a. Create a unique personal identification number (PIN) for each donor;
 - b. Record time, date and phone number of when donors call;
 - c. At a minimum provide English and Spanish language options;
 - d. Calculate a call-in compliance score for each donor;
 - e. Report if a donor fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages for an individual donor or group of donors;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. Provide participants with text message and mobile application (when functionality is available) options over a call-in option.
 4. **Specimen Collections:** The Provider shall conduct same-gender, directly observed urine collections and will also provide oral fluid, hair, and blood specimen collection options. The Provider shall:

- a. Maintain and operate a Patient Care Center (PCC) for specimen collections located in Provider-provided space.
 - b. Operate the PCCs from 8:00 am to 4:45pm on weekday testing days and either 8:00 am - 4:45 pm or 1:00 pm – 7:00 pm on weekend and holiday testing days per the random selection process.
 - c. Provide same-gender on-site collections at Provider location to be mutually agreed upon, within 30 minutes of request during PCC business hours.
 - d. Staff the PCCs with personnel that are vetted via a criminal background check and drug test, trained how to collect various specimens, and provided instruction regarding the confidentiality of alcohol and drug testing information;
 - e. Provide an incident report if a patient attempts to use a device, adulterate a sample, or substitute a sample;
 - f. Conduct brief orientation sessions when each new patient reports for an initial test and on an as needed basis. The orientation sessions will provide patients with the necessary information regarding the alcohol and drug testing process. For select patients, the orientation may include the explanation and execution of an Agency-approved Alcohol & Drug Testing agreement and the explanation and distribution of a list of acceptable over the counter medications for common symptoms;
 - g. Conduct a breath alcohol test on all patients (or as ordered); and, if applicable, collect patient payments prior to specimen collection. Participants may pay with cash, money orders, cashier's checks, debit cards, or credit cards. Debit card and credit card payments are subject to a transaction fee. Personal checks will not be accepted.
5. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the Agency.
6. **Laboratory Testing:** The Provider shall:
- a. Operate a laboratory that is certified by the Agency of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
 - b. Conduct a laboratory immunoassay screen on all samples (instant test devices are not permitted);
 - c. All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen;
 - d. Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.);
 - e. Conduct confirmation via GC/MS or LC-MS/MS as requested by the Agency;
 - f. Retain negative specimens for five (5) business days;
 - g. Store non-negative samples in secure, frozen store for sixty (60) days;
 - h. Test assays at the cut-off levels listed in Table 1; and

Table 1: Assay List

Name	Type	Screen Cut-off	Confirmation Cut-off
Amphetamines	Urine	1000 ng/mL or 500 ng/mL	
<i>MDA</i>	Urine		50 ng/mL
<i>MDEA</i>	Urine		50 ng/mL
<i>MDMA</i>	Urine		50 ng/mL
<i>Amphetamine</i>	Urine		100 ng/mL
<i>Methamphetamine</i>	Urine		100 ng/mL
<i>Phentermine</i>	Urine		50 ng/mL
Cannabinoids	Urine	20 ng/mL or 50 ng/mL	N/A
<i>Delta-9 Carboxy-THC</i>	Urine		5 ng/mL
Cocaine	Urine	300 ng/mL or 150 ng/mL	N/A
<i>Benzoylcegonine</i>	Urine		50 ng/mL
Opiates	Urine	300 ng/mL or 2000 ng/mL	N/A
<i>Codeine</i>	Urine		50 ng/mL
<i>Hydrocodone</i>	Urine		50 ng/mL
<i>Hydromorphone</i>	Urine		50 ng/mL
<i>Morphine</i>	Urine		50 ng/mL
<i>Oxycodone</i>	Urine		50 ng/mL
<i>Oxymorphone</i>	Urine		50 ng/mL
<i>Heroin metabolite (6-MAM)</i>	Urine	10 ng/mL	5 ng/mL
PCP	Urine	25 ng/mL	12.5 ng/mL
Barbiturates	Urine	200 ng/mL	N/A
<i>Butabarbital</i>	Urine		100 ng/mL
<i>Pentobarbital</i>	Urine		100 ng/mL
<i>Butalbital</i>	Urine		100 ng/mL
<i>Phenobarbital</i>	Urine		100 ng/mL
<i>Secobarbital</i>	Urine		100 ng/mL
Benzodiazepines	Urine	200 ng/mL	N/A
<i>Alprazolam</i>	Urine		50 ng/mL
<i>Clonazepam</i>	Urine		50 ng/mL
<i>Diazepam</i>	Urine		50 ng/mL
<i>Hydroxyalprazolam</i>	Urine		50 ng/mL
<i>Lorazepam</i>	Urine		50 ng/mL
<i>Nordiazepam</i>	Urine		50 ng/mL
<i>Oxazepam</i>	Urine		50 ng/mL
<i>7-Aminoclonazepam</i>	Urine		50 ng/mL
<i>Temazepam</i>	Urine		50 ng/mL
Buprenorphine	Urine	5 ng/mL	5 ng/mL
<i>Norbuprenorphine</i>	Urine		50 ng/mL
Cotinine	Urine	500 ng/mL	N/A

Dextromethorphan	Urine	N/A	10 ng/mL
Ecstasy	Urine	500 ng/mL	100 ng/mL
EtG	Urine	500 ng/mL or	300 ng/mL
<i>EtS</i>	Urine	300 ng/mL	100 ng/mL
Fentanyl	Urine	2 ng/mL	1 ng/mL
<i>Norfentanyl</i>	Urine		1 ng/mL
<i>Acetyl Fentanyl</i>	Urine		1 ng/mL
<i>Acryl Fentanyl</i>	Urine		1 ng/mL
<i>Alfentanil</i>	Urine		1 ng/mL
<i>Benzyl Carfentanil</i>	Urine		1 ng/mL
<i>beta-Hydroxy Fentanyl</i>	Urine		1 ng/mL
<i>Butyryl Fentanyl</i>	Urine		1 ng/mL
<i>Carfentanil</i>	Urine		1 ng/mL
<i>Cyclopropyl Fentanyl</i>	Urine		1 ng/mL
<i>Fluorobutyryl Fentanyl</i>	Urine		1 ng/mL
<i>Furanyl Fentanyl</i>	Urine		1 ng/mL
<i>Methoxyacetyl Fentanyl</i>	Urine		1 ng/mL
<i>Methylfentanyl</i>	Urine		1 ng/mL
<i>Thienyl Fentanyl</i>	Urine		1 ng/mL
<i>Sufentanil</i>	Urine	1 ng/mL	
Gabapentin	Urine	1500 ng/mL	100 ng/mL
Ketamine	Urine	100 ng/mL	50 ng/mL
Kratom	Urine	50 ng/mL	N/A
<i>Mitragynine</i>	Urine		5 ng/mL
LSD	Urine	0.5 ng/mL	N/A
Meperidine	Urine	200 ng/mL	N/A
<i>Meperidine</i>	Urine		50 ng/mL
<i>Normeperidine</i>	Urine		50 ng/mL
Methamphetamine	Urine	500 ng/mL	100 ng/mL
Methadone	Urine	300 ng/mL	25 ng/mL
<i>EDDP</i>	Urine		25 ng/mL
Methaqualone	Urine	300 ng/mL	N/A
Methylphenidate	Urine	N/A	5 ng/mL
<i>Ritalinic Acid</i>	Urine		25 ng/mL
Naloxone	Urine	N/A	50 ng/mL
Naltrexone	Urine	N/A	50 ng/mL
Pregabalin	Urine	N/A	25 ng/mL
Propoxyphene	Urine	300 ng/mL	25 ng/mL
SOMA	Urine	100 ng/mL	N/A
<i>Carisoprodol</i>	Urine		50 ng/mL
<i>Meprobamate</i>	Urine		50 ng/mL
Synthetic Stimulants & Cannabinoids	Urine	N/A	N/A
<i>4-chloro alpha-PVP</i>	Urine		10 ng/mL

<i>Dibutylone</i>	Urine		10 ng/mL
<i>Ethylone</i>	Urine		10 ng/mL
<i>Mephedrone</i>	Urine		10 ng/mL
<i>N-ethylpentylone</i>	Urine		10 ng/mL
<i>Butylone</i>	Urine		10 ng/mL
<i>Alpha-pyrrilidinohexanophenone (a-PHP)</i>	Urine		10 ng/mL
<i>BMDP</i>	Urine		10 ng/mL
<i>5F-MDMB-PICA metabolite 7</i>	Urine		10 ng/mL
<i>5F-ADB metabolite 7</i>	Urine		10 ng/mL
<i>JWH-018 5-Pentanoic acid metabolite</i>	Urine		10 ng/mL
<i>5-fluoro AMB metabolite 3</i>	Urine		10 ng/mL
<i>MDMB-FUBINACA metabolite M1</i>	Urine		10 ng/mL
<i>AB-FUBINACA metabolite 3</i>	Urine		10 ng/mL
<i>JWH-250-4-hydroxypentyl metabolite</i>	Urine		10 ng/mL
<i>MDMB-PENINACA butanoic acid metabolite</i>	Urine		10 ng/mL
Tramadol	Urine	200 ng/mL	50 ng/mL
<i>O-Desmethyltramadol</i>	Urine	200 ng/mL	25 ng/mL
Zolpidem	Urine	20 ng/mL	25 ng/mL
<i>Zolpidem PCA</i>	Urine		25 ng/mL
Xylazine	Urine	N/A	10 ng/mL
<i>4-Hydroxyxylazine</i>	Urine		10 ng/mL
Amphetamines	Hair		
<i>Amphetamine, Methamphetamine, MDA, MDMA, MDEA,</i>	Hair		200 pg/mg
<i>Phentermine</i>	Hair		200 pg/mg
Cocaine	Hair		100 pg/mg
<i>Benzoylcegonine</i>	Hair		50 pg/mg
Opiates	Hair		
<i>Codeine, Morphine, Oxycodone,</i>	Hair		100 pg/mg
<i>Oxymorphone, Hydrocodone, Hydromorphone</i>	Hair		
<i>6MAM</i>	Hair		20 pg/mg
PCP	Hair		50 pg/mg
Benzodiazepines	Hair		50 pg/mg
<i>Alprazolam, Clonazepam, Diazepam, Lorazepam,</i>	Hair		50 pg/mg
<i>Nordiazepam, Oxazepam, Temazepam</i>	Hair		
THC	Hair		10 pg/mg
Amphetamines	Oral Fluid	12.5 ng/mL	
<i>Amphetamine</i>	Oral Fluid		10 ng/mL
<i>Methamphetamine</i>	Oral Fluid		10 ng/mL
<i>MDA</i>	Oral Fluid		10 ng/mL
<i>MDEA</i>	Oral Fluid		10 ng/mL
<i>MDMA</i>	Oral Fluid		10 ng/mL
<i>Phentermine</i>	Oral Fluid		10 ng/mL

Benzodiazepines	Oral Fluid	5 ng/mL	
<i>Alprazolam</i>	Oral Fluid		5 ng/mL
<i>Diazepam</i>	Oral Fluid		5 ng/mL
<i>Nordiazepam</i>	Oral Fluid		5 ng/mL
<i>Lorazepam</i>	Oral Fluid		5 ng/mL
<i>Oxazepam</i>	Oral Fluid		5 ng/mL
<i>Temazepam</i>	Oral Fluid		5 ng/mL
<i>Clonazepam</i>	Oral Fluid	5 ng/mL	
Buprenorphine	Oral Fluid	1.25 ng/mL	2 ng/mL
<i>Norbuprenorphine</i>	Oral Fluid		2 ng/mL
Cocaine	Oral Fluid	5 ng/mL	5 ng/mL
<i>Benzoyllecgonine</i>	Oral Fluid		5 ng/mL
THC	Oral Fluid	2 ng/mL	2 ng/mL
Ethanol	Oral Fluid	0.04 g/dL	0.01 g/dL
Fentanyl	Oral Fluid	2 ng/mL	0.5 ng/mL
<i>Norfentanyl</i>	Oral Fluid		0.5 ng/mL
Gabapentin	Oral Fluid		5 ng/mL
Ketamine	Oral Fluid		5 ng/mL
Meperidine	Oral Fluid		5 ng/mL
Opiates	Oral Fluid	10 ng/mL	
<i>6-MAM</i>	Oral Fluid		1 ng/mL
<i>Codeine</i>	Oral Fluid		10 ng/mL
<i>Morphine</i>	Oral Fluid		10 ng/mL
<i>Hydrocodone</i>	Oral Fluid		10 ng/mL
<i>Hydromorphone</i>	Oral Fluid		10 ng/mL
<i>Oxycodone</i>	Oral Fluid		10 ng/mL
<i>Oxymorphone</i>	Oral Fluid	10 ng/mL	
Methadone	Oral Fluid	12.5 ng/mL	5 ng/mL
<i>EDDP</i>	Oral Fluid		5 ng/mL
PCP	Oral Fluid	2.5 ng/mL	5 ng/mL
Pregabalin	Oral Fluid		5 ng/mL
Tapentadol	Oral Fluid	N/A	5 ng/mL
Tramadol	Oral Fluid	10 ng/mL	5 ng/mL
<i>pg/mg = picogram per milligram of hair</i>			
<i>ng/mL = nanogram per milliliter of urine or oral fluid</i>			

- i. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, oxidants when needed.

7. **Electronic Chain of Custody:** The IMS shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
8. **Results Reporting:** The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
 - a. Report test results for urine and oral fluid on the next business day. Test results for hair and bloods specimens shall be reported within five business days;
 - b. Segment results and test data by supervising case manager;
 - c. Conduct data analysis on specimen results to discern new use from residual use;
 - d. Assist with results interpretation; and
 - e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.
9. **Information Reporting:** The IMS shall provide the Agency with program analytics that aid the Agency in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
 - a. Detailed and summary results;
 - b. Individual test reports;
 - c. Donor test history;
 - d. An overview all testing activities; and
 - e. Detailed views of the historic and future testing calendars, among others.
10. **Primary Contact:** Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider.
11. **Expert Testimony:** Provider shall provide legal affidavits and/or expert testimony upon request. The Agency will work with Provider to provide as much advance notice as possible for expert testimony needs.
12. **Newsletter:** Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.
13. **Training & Orientation Sessions:** Provider will conduct training and orientation sessions for judges, attorneys, and Agency staff with respect to alcohol and drug testing process. Provider will work with the Agency to mutually schedule the training and orientation sessions.
14. **Monthly Account Summary:** Provider will track testing fees and donor co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the completion of a month.

SERVICE FEES

1) Costs of Services / tests Provided:

Tests/Costs:

Panel Name	Price
Standard Drug Panel plus Specialty Drug (includes auto confirmation) Options:	
• As requested in RFP (6 days/week, 6 hours/week)	\$ 46.00
• As currently provided (5 day/week, 8 hours/week, random weekend days)	\$ 42.50
• As currently provided no automatic confirmation on buprenorphine*	\$ 38.75
Standard Urine Drug Add-on	\$ 0.50
Specialty Urine Add-on	\$ 2.50
Oral Fluid	\$ 42.00
Specialty Oral Fluid Add-on	\$ 2.50
16-panel urine instant cup	\$ 30.00
Confirmation only	\$ 25.00
Synthetic Cannabinoids (Spice, K2, etc.)	\$ 25.00
Synthetic Stimulants (Bath Salts)	\$ 35.00

Hair Testing (expanded Opiate Panel Included)	\$ 85.00
In-person Expert Testimony (two-day period)	\$ 750.00 per 2 day session
Video/teleconference Expert Testimony	Included
Training: Collection & Continuing Education	Included
Certified Test Result Report	Included
Aversys (random schedule administration, client notification, etc.)	Included

*Pricing inclusive collections is subject to increase based on applicable federal and state minimum wage rates. Averhealth will work with Fairfield County to implement these labor rate changes in a mutually-agreeable manner.



A Contract regarding Averhealth 2025 between Job and Family Services and

Approved on 12/2/2024 12:27:16 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 12/4/2024 2:53 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



Important Reps and Certs Update [Show Details](#)

Jul 18, 2024



[See All Alerts](#)

Entity Validation [Show Details](#)

Nov 20, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words ▾

e.g. 1606N020Q02



Select Domain

All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#) [↗](#)

Simple Search

Search Editor

Any Words [i](#)

All Words [i](#)

Exact Phrase [i](#)

e.g. 1606N020Q02

averhealth ×

Federal Organizations

Enter Code or Name ▾



Status

12/10/2024

543

Active



Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)



[Feedback](#)

Our Website

[About This Site](#)

[Our Community](#)

[Release Notes](#)

[System Alerts](#)

Policies

[Terms of Use](#)

[Privacy Policy](#)

[Restricted Data Use](#)

[Freedom of Information Act](#)

[Accessibility](#)

Our Partners

[Acquisition.gov](#)

[USASpending.gov](#)

[Grants.gov](#)

[More Partners](#)

Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#)

[External Resources](#)

[Contact](#)

WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



SAM.gov

An official website of the U.S. General Services Administration



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: **Avertest**
Date: **12/3/2024 4:09:47 PM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Beaver, Chris	110 State Route 56 NW
Lavelle, John	
Screaven, Kenneth	1119 Angiers Drive
Third Wave Communications, LLC	PO Box 1355
Veritas Cesar Chavez Academy	c/o 1812 Central Parkway
Weaver, Rick	5754 County Road 30

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.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.


Name and Title _____

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

Fairfield County Job and Family Services is requesting this contract be processed on the estimated revenues expected in 2025. This contract has been budgeted for Avertest LLC, dba Averhealth at \$225,000.00 for calendar year 2025.

Prosecutor's Approval Page

Resolution No.

A resolution regarding a Purchase of Service Contract between Avertest, LLC dba
Averhealth and Job & Family Services

(Fairfield County Job and Family Services)

Approved as to form on 12/5/2024 11:15:18 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.10.y

A resolution regarding a Purchase of Service Contract between Avertest, LLC dba
Averhealth and Job & Family 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 authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Guiding Path for Girls.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Guiding Path for Girls, 624 Dennison Ave, Dayton, OH 45417; and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective October 1st,2024 through September 30th, 2025; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Guiding Path for Girls.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager



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: **Guiding Path for Girls**
Date: **11/12/2024 11:36:50 AM**

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

Name/Organization	Address
McGuire, James	9525 South Normandy Lane

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.

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_____.

 Fiscal Officer
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.***



Important Reps and Certs Update [Show Details](#)

Jul 18, 2024



[See All Alerts](#)

Entity Validation [Show Details](#)

Nov 8, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words ▾

e.g. 1606N020Q02



Select Domain

All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#) [↗](#)

Simple Search

Search Editor

Any Words [i](#)

All Words [i](#)

Exact Phrase [i](#)

e.g. 1606N020Q02

"Guiding Path for Girls" [x](#)

Federal Organizations

Enter Code or Name ▾



Status

12/10/2024

554



Active

Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)



[Feedback](#)

Our Website

[About This Site](#)

[Our Community](#)

[Release Notes](#)

[System Alerts](#)

Policies

[Terms of Use](#)

[Privacy Policy](#)

[Restricted Data Use](#)

[Freedom of Information Act](#)

[Accessibility](#)

Our Partners

[Acquisition.gov](#)

[USASpending.gov](#)

[Grants.gov](#)

[More Partners](#)

Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#)

[External Resources](#)

[Contact](#)

WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



SAM.gov

An official website of the U.S. General Services Administration

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 # **24008028 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

**B
I
L
L
T
O**

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

**V
E
N
D
O
R**

GUIDING PATH FOR GIRLS
1312 STUBEN DRIVE
DAYTON, OH 45417

**S
H
I
P
T
O**

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		8867	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
12/04/2024	15517		JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

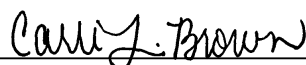
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$15,570.00	\$15,570.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$15,570.00 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: 12/04/2024



Auditor Fairfield County, OH

12/10/2024

Vendor Copy

Total Ext. Price	\$15,570.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$15,570.00

557

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Guiding Path for Girls, hereinafter "Provider", whose address is:

Guiding Path for Girls
624 Dennison Ave
Dayton, OH 45417

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **10/01/2024** through **09/30/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
 - 2. Child Alleging Physical or Sexual Abuse / Neglect;
 - 3. Death of Child;
 - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 - 7. School Expulsion / Suspension (formal action by school);
 - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 - 9. Victim of assault, neglect, physical or sexual abuse; and
 - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age fourteen (14) and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to Guiding Path for Girls
624 Dennison Ave
Dayton, OH 45417

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSAs).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at

the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

- A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.
- B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.
- C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

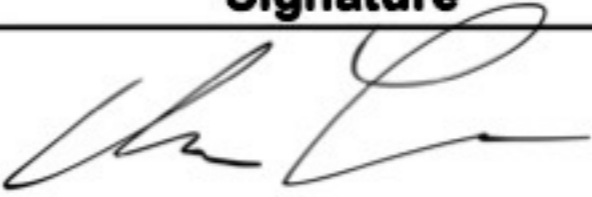
FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Guiding Path for Girls

Print Name & Title	Signature	Date
CharDa Logan , Director		11/01/2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: Guiding Path for Girls / 27825879

Run Date: 10/31/2024
 Contract Period: 10/01/2024 - 09/30/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Dennison Avenue Group Home (21026)	7629864			\$197.64	\$47.36							\$245.00	10/01/2024	09/30/2025



A Contract regarding Guiding Path for Girls between Job and Family Services and

Approved on 11/7/2024 8:00:48 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 11/8/2024 8:46:22 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Guiding Path for Girls.

(Fairfield County Job and Family Services)

Approved as to form on 12/5/2024 11:16:45 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.10.z

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Guiding Path for Girls.

(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 enter into a grant agreement with the Ohio Department of Natural Resources.

WHEREAS, The Fairfield County Sheriff's Office is asking to enter into a grant agreement with the Ohio Department of Natural Resources Marine Patrol Assistance Grant Program; and

WHEREAS, The purpose of this is to help facilitate the operation of a Marine Patrol unit on the waters of Fairfield County; and

WHEREAS, The Fairfield County Sheriff's Office will provide on-water boat patrols, enforce boating rules and regulations, educate boaters, conduct vessel safety inspections, and respond to boating emergencies while positively engaging with the public; and

WHEREAS, The Sheriff's Office will engage the Marine Patrol Program from May 24, 2025 to 9/13/2025; and

WHEREAS, The program cost is estimated at \$34,836.35 and will not exceed \$35,000.00 and The Fairfield County Sheriff's Office will match 25% of the total program costs; and

WHEREAS, The Fairfield County Sheriff's Office will commit the necessary funds to the program.

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 resolves to approve The Sheriff's Office entering into a grant agreement with the Ohio Department of Natural Resources.

Prepared by: Mendi Rarey
cc: Chief Deputy Jared Collins



Marine Patrol Schedule

Marine Patrol Unit Name: Fairfield County Sheriff's Office

A. Years of Continuous Service

1 The specific number of continuous years of participation in the Division's Marine Patrol Assistance Grant Program. If your agency experienced a break in continuous service with the Marine Patrol Assistance Grant Program for any reason, please reflect this accurately by stating the most recent years of continuous participation.

B. Operations

NOTE: The marine patrol shall provide watercraft enforcement patrols on all three summer holiday weekends and most of the weekends between Memorial Day through Labor Day.

1. The marine patrol program is scheduled to operate from 05-24-2025 (mm/dd/yyyy) to 09-13-2025 (mm/dd/yyyy).
2. Boat patrols and courtesy vessel safety inspections are scheduled from 05-24-2025 (mm/dd/yyyy) to 09-13-2025 (mm/dd/yyyy).
3. Estimated Average Weekly Boat Patrol and Inspection Hours: 30
4. Does your agency have an appropriate and dedicated law enforcement patrol vessel for use? If yes, please describe.

Yes, 18.5 foot Edgewater Police Patrol Center Console with a 150 HP Yamaha outboard engine.

5. Does the waterway(s), in which your agency will patrol, restrict access to members of a private community?

NO

6. Are all officers or individuals who patrol commissioned Ohio Peace Officers? If no, explain.

Yes



**Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance**



C. Waterway(s) and Patrol Description/Technique

Please complete the following page regarding your agency's marine patrol schedule. List the waterway(s) your agency will patrol in the left column. Provide anticipated patrol times and patrol description or techniques for each waterway.

	Waterway	Patrol Times	Description/Techniques
1.	Buckeye Lake	Friday – 1200-1900	General patrol, courtesy assistance and service to the islands within Fairfield County.
2.	Buckeye Lake	Saturday – 1200-1900	General patrol, courtesy assistance and service to the islands within Fairfield County.
3.	Buckeye Lake	Sunday – 1000-1600	General patrol, courtesy assistance and service to the islands within Fairfield County.
4.	Buckeye Lake	Holidays and Special Events	General patrol, courtesy assistance and service to the islands within Fairfield County.
5.	Buckeye Lake	Upon Request	Mutual aid to: ODNR, Fairfield County Special Operations Dive and Rescue, Walnut Twp. Fire, Licking County Sheriff's Office and Perry County Sheriff's Office.
6.	Rushcreek Lake	Upon Request	Mutual aid to: ODNR, Fairfield County Special Operations Dive and Rescue, Richland Twp. Fire and Perry County Sheriff's Office.
7.			



Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance



8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



Agency Information

A. Boating Access and Docks

1. 2000 Total number of docks (public, private, & rack storage) within jurisdiction.
2. 12 Total numbers of paved boat launch lanes within jurisdiction.

B. Total Surface Acres of Water

1. 1868 Total surface acres of water in your jurisdiction that is greater than two feet deep excluding wetlands and swamps. Please provide surface acres, not miles of shoreline square miles, etc.
2. **New applicants attach a map of the waterways you patrol indicating your jurisdictional boundaries (or, if previously submitted maps have changed)**

C. Uniqueness of Area and/or Extenuating Circumstances

Provide a written narrative describing the uniqueness of your jurisdiction, boating area, and/or any extenuating circumstances. This narrative can reflect things that are beyond the agency's control and that influence the outcome of the agency's marine patrol program (i.e., weather, mechanical failures, budget, night/day traffic volume, boater use pattern, special non-marine events, proximity or non-proximity to metropolitan areas, presence of establishments that serve alcohol, amphitheaters, ball parks, navigation hazards, etc.). Attach additional page(s) as necessary.

As Ohio's oldest state park and recently having its 75th anniversary, Buckeye Lake is an area rich in history and diverse in environmental attractions. Due to its size and proximity to Columbus and central location in the state, Buckeye Lake has become a premier recreational area. With the completion of the dam project Buckeye Lake has experienced a level of growth surpassing any expectations.

Buckeye Lake sits in 3 counties, Fairfield, Licking and Perry. Over half of the lake is in Fairfield County.

The Fairfield County Sheriff's Office patrols all the unincorporated areas around the lake and islands.

The Fairfield County Sheriff's Office started our Marine Patrol program two years ago with 3 Deputies and a LESO 1033 military surplus boat. The Program has now upgraded to a four-man team, with all team members being state certified. The program will be looking to increase the manpower with two more in the 2025 season.

The need to assist and augment the ODNR mission on the lake is clear. Due to heavy recreational and fishing boat traffic at all hours, dozens of liquor establishments and multiple privately owned islands within the Sheriff's Office jurisdiction it is imperative for the Fairfield County Sheriff's Office to maintain a presence on the lake and partner with ODNR Officers on the water.

The Fairfield County Sheriff's Office averaged 30+ hours of coverage on the lake per week in 2024 and participated in several events and joint operations with ODNR, Fire/EMS and Dive Rescue. The Sheriff's Office is currently a participating member of the Fairfield County Spec Ops Dive Rescue unit and has 3 Deputies assigned.



**Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance**



The Fairfield County Sheriff's Office Marine Patrol intends to increase the weekly Patrol hours to at least 30, as well as continuing coverage on holiday weekends. The Sheriff's Office is committed to continuing our partnerships with ODNR, Fire/Ems and Dive Rescue as well as developing possible partnerships or agreements with other jurisdictions on the lake.

Ohio Department of Natural Resources Division of Parks and Watercraft
 Marine Patrol Assistance Grant Program
 Application for Assistance

ESTIMATED BUDGET - YEAR: 2025

Marine Patrol Unit Name: Fairfield County Sheriff's Office

Number of Persons Assigned to the Marine Patrol Unit: 6

I. Personnel Expenses

	Name	Hourly Wages	Estimated Hours	Estimated Total Expenditure	Agency Match (25%)	ODNR Funds (75%)
A.	Enforcement Salaries¹					
1	Deputy	\$35.78	95.00	\$3,399.10	\$849.78	\$2,549.33
2	Deputy	\$35.78	95.00	\$3,399.10	\$849.78	\$2,549.33
3	Deputy	\$35.78	95.00	\$3,399.10	\$849.78	\$2,549.33
4	Deputy	\$35.78	95.00	\$3,399.10	\$849.78	\$2,549.33
5	Deputy	\$35.78	95.00	\$3,399.10	\$849.78	\$2,549.33
6	Sergeant	\$43.81	95.00	\$4,161.95	\$1,040.49	\$3,121.46
7				\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00
11				\$0.00	\$0.00	\$0.00
12				\$0.00	\$0.00	\$0.00
13				\$0.00	\$0.00	\$0.00
14				\$0.00	\$0.00	\$0.00
15				\$0.00	\$0.00	\$0.00
16				\$0.00	\$0.00	\$0.00
17				\$0.00	\$0.00	\$0.00
18				\$0.00	\$0.00	\$0.00
19				\$0.00	\$0.00	\$0.00
20				\$0.00	\$0.00	\$0.00
21				\$0.00	\$0.00	\$0.00
22				\$0.00	\$0.00	\$0.00
23				\$0.00	\$0.00	\$0.00
24				\$0.00	\$0.00	\$0.00
25				\$0.00	\$0.00	\$0.00
B.	Administrative Salaries¹					
1	Sergeant	\$43.81	10.00	\$438.10	\$109.53	\$328.58
2				\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00

Ohio Department of Natural Resources Division of Parks and Watercraft
 Marine Patrol Assistance Grant Program
 Application for Assistance

I. Personnel Expenses (cont.)

	Name	Hourly Wages	Estimated Hours	Estimated Total Expenditure	Agency Match (25%)	ODNR Funds (75%)
C.	Clerical Salaries¹					
1				\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00
D.	Education Salaries¹					
1	Deputy	\$35.78	40.00	\$1,431.20	\$357.80	\$1,073.40
2	Deputy	\$35.78	40.00	\$1,431.20	\$357.80	\$1,073.40
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00
E.	Maintenance Salaries¹					
1				\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00
F.	Other Salaries¹					
1				\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00
Subtotal Personnel Expenses				\$24,457.95	\$6,114.49	\$18,343.46
Fringe Benefits Costs²		XXXXXX	XXXXXX		\$0.00	\$0.00
		XXXXXX	XXXXXX		\$0.00	\$0.00
Personnel Expenses - Total				\$24,457.95	\$6,114.49	\$18,343.46

¹ Do not include Fringe Benefits

² Include Workers Compensation costs with Fringe Benefits

Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance

Comments on Personnel Expenses:

Looking to add two new boat operators for the 2025 season.

Ohio Department of Natural Resources Division of Parks and Watercraft
 Marine Patrol Assistance Grant Program
 Application for Assistance

ESTIMATED BUDGET - YEAR: 2025

II. Uniform Expenses - List quantity and price of each

	Uniform Item	Price Each	Quantity	Estimated Total Expenditure	Agency Match (25%)	ODNR Funds (75%)
1				\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00
11				\$0.00	\$0.00	\$0.00
12				\$0.00	\$0.00	\$0.00
13				\$0.00	\$0.00	\$0.00
14				\$0.00	\$0.00	\$0.00
15				\$0.00	\$0.00	\$0.00
Uniform Expenses - Total				\$0.00	\$0.00	\$0.00

Comments on Uniform Expenses:

Ohio Department of Natural Resources Division of Parks and Watercraft
 Marine Patrol Assistance Grant Program
 Application for Assistance

ESTIMATED BUDGET - YEAR: 2025

III. Boating Equipment Expenses - List items separately

	Boats/Motors/Marine Equipment - New Applicant Must Provide Own Vessel and Motor(s)	Price Each	Quantity	Estimated Total Expenditure	Agency Match (25%)	ODNR Funds (75%)
A. Boat(s)						
1	Make:			\$0.00	\$0.00	\$0.00
	Model:					
	Length:					
	Year:					
	Serial/HIN:					
	Minus Trade-in of \$:					
B. Motor(s)						
1	Make:			\$0.00	\$0.00	\$0.00
	Model:					
	Year:					
	Serial/HIN:					
	Minus Trade-in of \$:					
C. New Marine Equipment (list each item separately and include quantity and cost of each item)						
1	Upgrade Emergency lighting and siren	\$3,328.40	1.00	\$3,328.40	\$832.10	\$2,496.30
2				\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00
10				\$0.00	\$0.00	\$0.00
11				\$0.00	\$0.00	\$0.00
12				\$0.00	\$0.00	\$0.00
13				\$0.00	\$0.00	\$0.00
14				\$0.00	\$0.00	\$0.00
15				\$0.00	\$0.00	\$0.00
Equipment Expenses Total				\$3,328.40	\$832.10	\$2,496.30

Comments on Equipment Expenses:

Upgraded boat with a t-top. Move equipment to fit upgrades.

Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Application for Assistance

Comments on Miscellaneous Expenses:

Ohio Department of Natural Resources Division of Parks and Watercraft
 Marine Patrol Assistance Grant Program
 Application for Assistance

ESTIMATED BUDGET - YEAR: 2025

IV. Miscellaneous Expenses

	Operating Supplies/Maintenance/ Training Costs	Price Each	Quantity	Estimated Total Expenditure	Agency Match (25%)	ODNR Funds (75%)
A. Gas						
1	Gallon	\$8.00	850.00	\$6,800.00	\$1,700.00	\$5,100.00
B. Oil						
1	Gallon	\$25.00	10.00	\$250.00	\$62.50	\$187.50
C. Dock Rental						
1				\$0.00	\$0.00	\$0.00
D. Storage						
1				\$0.00	\$0.00	\$0.00
E. Equipment Maintenance/Repair (Specify Each Service Invoice Estimate)						
1				\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00
8				\$0.00	\$0.00	\$0.00
9				\$0.00	\$0.00	\$0.00
F. Utilities						
1				\$0.00	\$0.00	\$0.00
G. Rent						
1				\$0.00	\$0.00	\$0.00
H. Insurance						
1				\$0.00	\$0.00	\$0.00
I. Training						
1				\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
J. Other - Specify						
1				\$0.00	\$0.00	\$0.00
2				\$0.00	\$0.00	\$0.00
3				\$0.00	\$0.00	\$0.00
4				\$0.00	\$0.00	\$0.00
5				\$0.00	\$0.00	\$0.00
6				\$0.00	\$0.00	\$0.00
7				\$0.00	\$0.00	\$0.00
Miscellaneous Expenses Total				\$7,050.00	\$1,762.50	\$5,287.50

Ohio Department of Natural Resources Division of Parks and Watercraft
 Marine Patrol Assistance Grant Program
 Application for Assistance

ESTIMATED BUDGET - YEAR: 2025

Estimated Budget Summary

Category	Estimated Agency Match	Estimated ODNR Funds	Estimated Category Totals
I. Personnel	\$ 6,114.49	\$ 18,343.46	\$ 24,457.95
II. Uniforms	\$ -	\$ -	\$ -
III. Equipment	\$ 832.10	\$ 2,496.30	\$ 3,328.40
IV. Miscellaneous	\$ 1,762.50	\$ 5,287.50	\$ 7,050.00
Estimated Totals	\$ 8,709.09	\$ 26,127.26	\$ 34,836.35

Estimated Total Program Costs \$34,836.35

Total Amount Awarded (DNR USE - Based on Overall Score)	\$0.00
Agency Match (DNR USE)	\$0.00
New Program Total (DNR USE)	\$0.00

Sergeant Mike Ash 11/12/2024

 Name and Title of Submitting or Approving Official (please type) Date

Agency Comments:

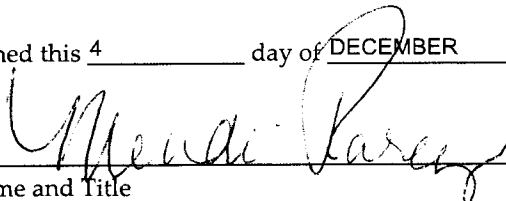
ODNR Comments:

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: GRANT _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): GRANT AGREEMENT
- 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 _____)
 - 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
 - 4. Purchase Order is included with Agreement

Signed this 4 day of DECEMBER, 2024.



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 Enter into a Grant Agreement with the Ohio Department of Natural Resources

(Fairfield County Sheriff)

Approved as to form on 12/5/2024 8:59:34 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.10.aa

A Resolution to Enter into a Grant Agreement with the Ohio Department of Natural Resources

(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 authorize the filing of applications with the Ohio Department of Transportation (ODOT) for grants through the United States Department of Transportation Federal Transit Administration (FTA), and any other grants that become available through ODOT and executing a contract with ODOT upon each grant application approval.

WHEREAS, the Director of the Ohio Department of Transportation is authorized to make grants for a public transportation programs; and

WHEREAS, the Ohio Department of Transportation has indicated that a resolution authorizing the filing of application from Fairfield County for SFY 2026.

WHEREAS, as authorized under the Federal Transit Laws, as codified, 49 USC Section 5311, financial assistance for other than urbanized areas and funds available from the Ohio Public Transportation Grant Program, and Ohio Elderly and Disabled Transit Fare Assistance Program, 5339, 5339B, OTP2, RTP, STP, E&D; and

WHEREAS, if awarded, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, in accordance with state and federal law, it is the goal of the applicant to use disadvantaged business enterprises to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that disadvantaged businesses shall be awarded the maximum number of contracts, supplies, consultants, and other services.

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

SECTION 1. That the County Administrator is authorized to execute and file an application on behalf of the Fairfield County Commissioners with ODOT to aid in the financing of capital and operating assistance projects pursuant to

A resolution to authorize the filing of applications with the Ohio Department of Transportation (ODOT) for grants through the United States Department of Transportation Federal Transit Administration (FTA), and any other grants that become available through ODOT and executing a contract with ODOT upon each grant application approval.

49 USC Section 5311, and the Ohio Public Transportation Grant Program, the Ohio Elderly and Disabled Transit Fare Assistance Program and any other grants that become available through ODOT.

SECTION 2. The County Administrator is authorized to execute and file with such applications any assurance, or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Transit Director or their designee is authorized to furnish such additional information as ODOT may require in connection with the application for the program of projects submitted to FTA.

SECTION 4. That the County Administrator is authorized to set forth and execute affirmative disadvantaged business policies in connection to any procurement made as part of the project.

SECTION 5. That the County Administrator is authorized to execute grant agreements on behalf of Fairfield County Transit with the Ohio Department of Transportation for aid in the financing of operating and capital assistance projects.

Prepared by: Aaron Kennedy, Transit Director
cc: Aundrea Cordle, County Administrator
Rick Szabrak, Economic and Workforce Development Director

Signature Page

Resolution No. 2024-12.10.bb

A resolution to authorize the filing of applications with the Ohio Department of Transportation (ODOT) for grants through the United States Department of Transportation Federal Transit Administration (FTA), and any other grants that become available through ODOT and executing a contract with ODOT upon each grant application approval

(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.

Approval of Land Lease Agreements with Hummel Farms (Mike Hummel and John Hummel), R Miller Farms LLC (Larry Francis and Mike Miller), Brandt Family Farms (Chris Brandt) and Beard Farms, LLC. – (Ethan Beard). [Utilities]

WHEREAS, The Fairfield County Board of Commissioners desires to lease 251.7 excess acres of County-owned property in Violet Township and Bloom Township to the various farmers for agricultural purposes, and;

WHEREAS, The Fairfield County Board of Commissioners desires to lease 105.4 acres of County-owned property in Violet Township to Hummel Farms – (Mike Hummel and John Hummel) for agricultural purposes, and;

WHEREAS, The Fairfield County Board of Commissioners desires to lease 83.1 acres of County-owned property in Violet Township and Bloom Township to Beard Farms LLC. (Ethan Beard) for agricultural purposes, and;

WHEREAS, The Fairfield County Board of Commissioners desires to lease 14.4 acres of County-owned property in Bloom Townships to R Miller Farms LLC (Larry Francis and Mike Miller) for agricultural purposes, and;

WHEREAS, The Fairfield County Board of Commissioners desires to lease 48.8 acres of County-owned property in Violet Township to Brandt Family Farms – Chris Brandt for agricultural purposes, and;

WHEREAS, each have signed their perspective attached lease agreements,

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

Section 1. The Board of Commissioners approves the attached Lease Agreements with Hummel Farms (Mike Hummel and John Hummel), R Miller Farms LLC (Larry Francis and Mike Miller), Brandt Family Farms (Chris Brandt) and Beard Farms LLC. – (Ethan Beard).

Section 2. The Director of Fairfield County Utilities shall provide one copy of the respective agreements to Brenner Farms (Jason Brenner), R Miller Farms LLC (Larry Francis and Mike Miller), Brandt Family Farms (Chris Brandt, Jay Brandt and David Brandt) and Red Tail Enterprises, Inc. – (Greg Bader, Steve Bader and Randy Bader) and collect appropriate amounts due by December 31 of each year to the credit of the Fairfield County Utilities Department.

Prepared by: Tony Vogel
cc: Utilities

LEASE AGREEMENT

This Lease is made this ____ day of _____, 2024, by and between the Board of Commissioners of Fairfield County, Ohio, hereinafter referred to as LESSOR, and Larry Francis & Mike Miller (R Miller Farms LLC), hereinafter referred to as LESSEE.

WITNESSETH: That the said LESSOR in consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by LESSEE does hereby lease to the said LESSEE to occupy and use for agricultural purposes the following said real estate as listed on Exhibit.

1. Said LESSEE to have and to hold said property, subject to the conditions and limitations hereinafter mentioned, for a term beginning on January 1, 2025, and continuing for five years on a year to year basis unless either party gives a written notice to terminate the lease. Said notice shall be given on or before November 1, prior to the next annual rental period.
2. For the occupancy and use of real estate as herein described in Exhibit E, the LESSEE agrees to pay the LESSOR, its successors and assigns, and annual rent of \$175.00 per acre. The amount of farmable land is 14.4 acres. This rent shall be due and payable at the office of the Board of Commissioners of Fairfield County, Ohio, on or before the 31st day of December, each year commencing hereafter.
3. As the real estate described in Exhibit may be utilized for the construction of water distribution, storage, and/or treatment facilities within the lease period designated; and in the event that LESSOR shall require the real estate described in Exhibit, or any portion thereof, for any water distribution, storage, and/or treatment facilities during the term of this Lease, then in that event LESSEE waives all rights against LESSOR to recover for crop damages or loss of crops.
4. As the real estate described in Exhibit may be utilized for the construction of water distribution, storage, and/or treatment facilities within the lease period designated, LESSOR and LESSEE agree that LESSEE may occupy and use the real estate described in Exhibit A during the term of the lease rent-free; however, and in exchange therefore, in the event that LESSOR shall require the real estate described in Exhibit A, or any portion thereof, for any water distribution, storage, and/or treatment facilities during the term of the Lease, then in that event LESSEE waives all rights against LESSOR to recover for crop damages or loss of crops.

5. The LESSOR will furnish the above described real estate including the improvements thereon and pay all taxes on said property.
6. LESSEE shall not have the right to assign, convey, or sublease, or transfer LESSEE'S interest in this lease without the prior consent of LESSOR to such assignment or transfer, which LESSOR shall not, in any event, unreasonably withhold.
7. LESSEE will maintain existing field tile in a timely manner when blow holes appear or failure occurs. LESSEE will consult with the LESSOR's representative on the repair or replacement of tile that exceed 8 inch in diameter. The LESSEE will provide equipment and labor and the LESSOR will provide the necessary materials.
8. The LESSEE shall furnish the Board of Commissioners with a statement of liability insurance.
9. The LESSEE agrees to hold LESSOR harmless and keep LESSOR free, during the term of this lease agreement and all extensions of this lease agreement, from any and all liability and claim for damages arising out of injury to persons and property while in or on the demised premises, or the approaches to the demised premises, or resulting from livestock or other animals straying from the demised premises, or resulting from water or flood damage caused by improper, inadequate, or defective canals and ditches, or works of whatever kind, or the negligent operation, maintenance, use, or handling by whomever, such water damage occurring on or off the demised premises.
10. The LESSEE shall furnish the Board of Commissioners with a complete listing of all chemical and biological agents to be used, and the estimated application rate of said chemical and biological agents, on the real estate described in Exhibit.
11. The LESSEE shall not commit waste on, or damage to, the demised premises, and will use due care to prevent others from so doing. Lessee shall also not commit a nuisance on the demised premises or permit others to do so; nor shall lessee use the demised premises for any unlawful purpose or allow any other person to do so.
12. LESSEE shall not (on penalty of immediate forfeiture of the leasehold conveyed by this lease agreement) without the written consent of LESSOR, make, or permit to be made, any additions to or alterations of the demised premises, or any part of the demised premises. All additions to and alterations of the demised premises (except trade fixtures so intended by LESSOR and LESSEE at the time of their annexation to the demised premises, and then only if they can be removed without injury to the reality) shall immediately become a part of the reality, and the property of lessor.

13. LESSOR reserves the right during the term of this lease agreement to enter on the demised premises, and all parts of the demised premises, at any reasonable time or times for the purpose of inspection, consultation with lessee, making repairs or improvements, developing mineral resources and carrying away minerals, posting notices, and for all other lawful purposes.

14. LESSEE agrees that in the event they should be in default of the performance of any of the terms, covenants, or conditions of this lease agreement, or have otherwise breached this lease agreement, LESSOR may in addition to every remedy now or hereafter available at law or in equity have the rights and remedies set forth in this lease agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.

This Lease has been executed by and between the parties on the _____ of _____, 20____.

LESSEE


Larry Francis

Larry Francis


Mike Miller

Mike Miller

LESSOR

BOARD OF COMMISSIONERS
OF FAIRFIELD COUNTY, OHIO

Jeff Fix, Commissioner

Dave Levacy, Commissioner

Steve Davis, Commissioner

LEASE AGREEMENT

This Lease is made this 4th day of December 2024, by and between the Board of Commissioners of Fairfield County, Ohio, hereinafter referred to as LESSOR, and John & Mike Hummel hereinafter referred to as LESSEE.

WITNESSETH: That the said LESSOR in consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by LESSEE does hereby lease to the said LESSEE to occupy and use for agricultural purposes the following said real estate as listed on Exhibits.

1. Said LESSEE to have and to hold said property, subject to the conditions and limitations hereinafter mentioned, for a term beginning on January 1, 2025, and continuing for five years on a year to year basis unless either party gives a written notice to terminate the lease. Said notice shall be given on or before November 1, prior to the next annual rental period.
2. For the occupancy and use of the real estate as herein described in Exhibit A/B, the LESSEE agrees to pay the LESSOR, its successors and assigns, and annual rent of \$256.00 per acre. The amount of farmable land is 105.4 acres. This rent shall be due and payable at the office of the Board of Commissioners of Fairfield County, Ohio, on or before the 31st day of December, each year commencing hereafter.
3. As the real estate described in Exhibit may be utilized for the construction of water distribution, storage, and/or treatment facilities within the lease period designated; and in the event that LESSOR shall require the real estate described in Exhibit, or any portion thereof, for any water distribution, storage, and/or treatment facilities during the term of this Lease, then in that event LESSEE waives all rights against LESSOR to recover for crop damages or loss of crops.
4. As the real estate described in Exhibits may be utilized for the construction of water distribution, storage, and/or treatment facilities within the lease period designated, LESSOR and LESSEE agree that LESSEE may occupy and use the real estate described in Exhibit A during the term of the lease rent-free; however, and in exchange therefore, in the event that LESSOR shall require the real estate described in Exhibit A, or any portion thereof, for any water distribution, storage, and/or treatment facilities during the term of the Lease, then in that event LESSEE waives all rights against LESSOR to recover for crop damages or loss of crops.
5. The LESSOR will furnish the above described real estate including the paying all taxes on said property.

6. LESSEE shall not have the right to assign, convey, or sublease, or transfer LESSEE'S interest in this lease without the prior consent of LESSOR to such assignment or transfer, which LESSOR shall not, in any event, unreasonably withhold.
7. LESSEE will maintain existing field tile in a timely manner when blow holes appear or failure occurs. LESSEE will consult with the LESSOR's representative on the repair or replacement of tile that exceed 8 inch in diameter. The LESSEE will provide equipment and labor and the LESSOR will provide the necessary materials.
8. The LESSEE shall furnish the Board of Commissioners with a statement of liability insurance.
9. The LESSEE agrees to hold LESSOR harmless and keep LESSOR free, during the term of this lease agreement and all extensions of this lease agreement, from any and all liability and claim for damages arising out of injury to persons and property while in or on the demised premises, or the approaches to the demised premises, or resulting from livestock or other animals straying from the demised premises, or resulting from water or flood damage caused by improper, inadequate, or defective canals and ditches, or works of whatever kind, or the negligent operation, maintenance, use, or handling by whomever, such water damage occurring on or off the demised premises.
10. The LESSEE shall furnish the Board of Commissioners with a complete listing of all chemical and biological agents to be used, and the estimated application rate of said chemical and biological agents, on the real estate described in Exhibit.
11. The LESSEE shall not commit waste on, or damage to, the demised premises, and will use due care to prevent others from so doing. Lessee shall also not commit a nuisance on the demised premises, or permit others to do so; nor shall lessee use the demised premises for any unlawful purpose, or allow any other person to do so.
12. LESSEE shall not (on penalty of immediate forfeiture of the leasehold conveyed by this lease agreement) without the written consent of LESSOR, make, or permit to be made, any additions to or alterations of the demised premises, or any part of the demised premises. All additions to and alterations of the demised premises (except trade fixtures so intended by LESSOR and LESSEE at the time of their annexation to the demised premises, and then only if they can be removed without injury to the realty) shall immediately become a part of the realty, and the property of lessor.

13. LESSOR reserves the right during the term of this lease agreement to enter on the demised premises, and all parts of the demised premises, at any reasonable time or times for the purpose of inspection, consultation with lessee, making repairs or improvements, developing mineral resources and carrying away minerals, posting notices, and for all other lawful purposes.

14. LESSEE agrees that in the event they should be in default of the performance of any of the terms, covenants, or conditions of this lease agreement, or have otherwise breached this lease agreement, LESSOR may in addition to every remedy now or hereafter available at law or in equity have the rights and remedies set forth in this lease agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.

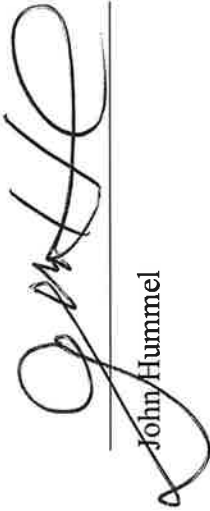
This Lease has been executed by and between the parties on the _____ of _____, 20____.

LESSEE



Mike Hummel

Mike Hummel



John Hummel

LESSOR

BOARD OF COMMISSIONERS
OF FAIRFIELD COUNTY, OHIO

Jeff Fix, Commissioner

Dave Levacy, Commissioner

Steve Davis, Commissioner



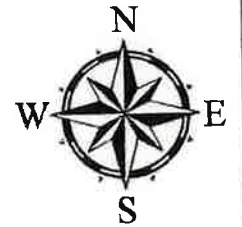
Printed Date: 10/21/2024



Fairfield County Utility GIS

Exhibit A/B

1 inch = 752 feet



LEASE AGREEMENT

This Lease is made this ____ day of _____, 2024, by and between the Board of Commissioners of Fairfield County, Ohio, hereinafter referred to as LESSOR, and David Brandt, Jay Brandt and Chris Brandt (Brandt Family Farms), hereinafter referred to as LESSEE.

WITNESSETH: That the said LESSOR in consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by LESSEE does hereby lease to the said LESSEE to occupy and use for agricultural purposes the following said real estate as listed on Exhibit.

1. Said LESSEE to have and to hold said property, subject to the conditions and limitations hereinafter mentioned, for a term beginning on January 1, 2025, and continuing for five years on a year to year basis unless either party gives a written notice to terminate the lease. Said notice shall be given on or before December 1, prior to the next annual rental period.
2. For the occupancy and use of the real estate as herein described in Exhibit H, the LESSEE agrees to pay the LESSOR, its successors and assigns, and annual rent of \$175.00 per acre. The amount of farmable land is 48.8 acres. This rent shall be due and payable at the office of the Board of Commissioners of Fairfield County, Ohio, on or before the 31st day of December, each year commencing hereafter.
3. As the real estate described in Exhibit may be utilized for the construction of water distribution, storage, and/or treatment facilities within the lease period designated; and in the event that LESSOR shall require the real estate described in Exhibit, or any portion thereof, for any water distribution, storage, and/or treatment facilities during the term of this Lease, then in that event LESSEE waives all rights against LESSOR to recover for crop damages or loss of crops.
4. As the real estate described in Exhibit may be utilized for the construction of water distribution, storage, and/or treatment facilities within the lease period designated, LESSOR and LESSEE agree that LESSEE may occupy and use the real estate described in Exhibit A during the term of the lease rent-free; however, and in exchange therefore, in the event that LESSOR shall require the real estate described in Exhibit A, or any portion thereof, for any water distribution, storage, and/or treatment facilities during the term of the Lease, then in that event LESSEE waives all rights against LESSOR to recover for crop damages or loss of crops.

5. The LESSOR will furnish the above described real estate including the improvements thereon and pay all taxes on said property.
6. LESSEE shall not have the right to assign, convey, or sublease, or transfer LESSEE'S interest in this lease without the prior consent of LESSOR to such assignment or transfer, which LESSOR shall not, in any event, unreasonably withhold.
7. LESSEE will maintain existing field tile in a timely manner when blow holes appear or failure occurs. LESSEE will consult with the LESSOR's representative on the repair or replacement of tile that exceed 8 inch in diameter. The LESSEE will provide equipment and labor and the LESSOR will provide the necessary materials.
8. The LESSEE shall furnish the Board of Commissioners with a statement of liability insurance.
9. The LESSEE agrees to hold LESSOR harmless and keep LESSOR free, during the term of this lease agreement and all extensions of this lease agreement, from any and all liability and claim for damages arising out of injury to persons and property while in or on the demised premises, or the approaches to the demised premises, or resulting from livestock or other animals straying from the demised premises, or resulting from water or flood damage caused by improper, inadequate, or defective canals and ditches, or works of whatever kind, or the negligent operation, maintenance, use, or handling by whomever, such water damage occurring on or off the demised premises.
10. The LESSEE shall furnish the Board of Commissioners with a complete listing of all chemical and biological agents to be used, and the estimated application rate of said chemical and biological agents, on the real estate described in Exhibit.
11. The LESSEE shall not commit waste on, or damage to, the demised premises, and will use due care to prevent others from so doing. Lessee shall also not commit a nuisance on the demised premises or permit others to do so; nor shall lessee use the demised premises for any unlawful purpose, or allow any other person to do so.
12. LESSEE shall not (on penalty of immediate forfeiture of the leasehold conveyed by this lease agreement) without the written consent of LESSOR, make, or permit to be made, any additions to or alterations of the demised premises, or any part of the demised premises. All additions to and alterations of the demised premises (except trade fixtures so intended by LESSOR and LESSEE at the time of their annexation to the demised premises, and then only if they can be removed without injury to the realty) shall immediately become a part of the realty, and the property of lessor.

13. LESSOR reserves the right during the term of this lease agreement to enter on the demised premises, and all parts of the demised premises, at any reasonable time or times for the purpose of inspection, consultation with lessee, making repairs or improvements, developing mineral resources and carrying away minerals, posting notices, and for all other lawful purposes.

14. LESSEE agrees that in the event they should be in default of the performance of any of the terms, covenants, or conditions of this lease agreement, or have otherwise breached this lease agreement, LESSOR may in addition to every remedy now or hereafter available at law or in equity have the rights and remedies set forth in this lease agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.

This Lease has been executed by and between the parties on the _____ of _____, 20____.

LESSEE

LESSOR

BOARD OF COMMISSIONERS

OF FAIRFIELD COUNTY, OHIO

Chris Brandt

Chris Brandt

12/15/2024

Jeff Fix, Commissioner

Dave Levacy, Commissioner

Steve Davis, Commissioner

LEASE AGREEMENT

This Lease is made this 15th day of December, 2024, by and between the Board of Commissioners of Fairfield County, Ohio, hereinafter referred to as LESSOR, and Ethan Beard (Beard Farms LLC), hereinafter referred to as LESSEE.

WITNESSETH: That the said LESSOR in consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by LESSEE does hereby lease to the said LESSEE to occupy and use for agricultural purposes the following said real estate as listed on Exhibits.

1. Said LESSEE to have and to hold said property, subject to the conditions and limitations hereinafter mentioned, for a term beginning on January 1, 2025, and continuing for five years on a year to year basis unless either party gives a written notice to terminate the lease. Said notice shall be given on or before November 1, prior to the next annual rental period.
2. For the occupancy and use of the real estate as herein described in Exhibit C, D, E.& G, the LESSEE agrees to pay the LESSOR, its successors and assigns, and annual rent of \$336.00 per acre. The amount of farmable land is 83.1 acres. This rent shall be due and payable at the office of the Board of Commissioners of Fairfield County, Ohio, on or before the 31st day of December, each year commencing hereafter.
3. As the real estate described in Exhibits may be utilized for the construction of water distribution, storage, and/or treatment facilities within the lease period designated; and in the event that LESSOR shall require the real estate described in Exhibits, or any portion thereof, for any water distribution, storage, and/or treatment facilities during the term of this Lease, then in that event LESSEE waives all rights against LESSOR to recover for crop damages or loss of crops.
4. As the real estate described in Exhibits may be utilized for the construction of water distribution, storage, and/or treatment facilities within the lease period designated, LESSOR and LESSEE agree that LESSEE may occupy and use the real estate described in Exhibit during the term of the lease rent-free; however, and in exchange therefore, in the event that LESSOR shall require the real estate described in Exhibit, or any portion thereof, for any water distribution, storage, and/or treatment facilities during the term of the Lease, then in that event LESSEE waives all rights against LESSOR to recover for crop damages or loss of crops.
5. The LESSOR will furnish the above described real estate including the improvements thereon and pay all taxes on said property.

6. LESSEE shall not have the right to assign, convey, or sublease, or transfer LESSEE'S interest in this lease without the prior consent of LESSOR to such assignment or transfer, which LESSOR shall not, in any event, unreasonably withhold.
7. LESSEE will maintain existing field tile in a timely manner when blow holes appear or failure occurs. LESSEE will consult with the LESSOR's representative on the repair or replacement of tile that exceed 8 inch in diameter. The LESSEE will provide equipment and labor and the LESSOR will provide the necessary materials.
8. The LESSEE shall furnish the Board of Commissioners with a statement of liability insurance.
9. The LESSEE agrees to hold LESSOR harmless and keep LESSOR free, during the term of this lease agreement and all extensions of this lease agreement, from any and all liability and claim for damages arising out of injury to persons and property while in or on the demised premises, or the approaches to the demised premises, or resulting from livestock or other animals straying from the demised premises, or resulting from water or flood damage caused by improper, inadequate, or defective canals and ditches, or works of whatever kind, or the negligent operation, maintenance, use, or handling by whomever, such water damage occurring on or off the demised premises.
10. The LESSEE shall furnish the Board of Commissioners with a complete listing of all chemical and biological agents to be used, and the estimated application rate of said chemical and biological agents, on the real estate described in Exhibit A.
11. The LESSEE shall not commit waste on, or damage to, the demised premises, and will use due care to prevent others from so doing. Lessee shall also not commit a nuisance on the demised premises or permit others to do so; nor shall lessee use the demised premises for any unlawful purpose or allow any other person to do so.
12. LESSEE shall not (on penalty of immediate forfeiture of the leasehold conveyed by this lease agreement) without the written consent of LESSOR, make, or permit to be made, any additions to or alterations of the demised premises, or any part of the demised premises. All additions to and alterations of the demised premises (except trade fixtures so intended by LESSOR and LESSEE at the time of their annexation to the demised premises, and then only if they can be removed without injury to the realty) shall immediately become a part of the realty, and the property of lessor.

13. LESSOR reserves the right during the term of this lease agreement to enter on the demised premises, and all parts of the demised premises, at any reasonable time or times for the purpose of inspection, consultation with lessee, making repairs or improvements, developing mineral resources and carrying away minerals, posting notices, and for all other lawful purposes.

14. LESSEE agrees that in the event they should be in default of the performance of any of the terms, covenants, or conditions of this lease agreement, or have otherwise breached this lease agreement, LESSOR may in addition to every remedy now or hereafter available at law or in equity have the rights and remedies set forth in this lease agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.

This Lease has been executed by and between the parties on the 1st of December, 2024.

LESSEE

Ethan Beard

Ethan Beard

LESSOR

BOARD OF COMMISSIONERS
OF FAIRFIELD COUNTY, OHIO

Jeff Fix, Commissioner

Dave Levacy, Commissioner

Steve Davis, Commissioner



Printed Date: 9/7/2018

Fairfield County Utility GIS Exhibit F

1 inch = 376 feet
0 195 390 780
Feet



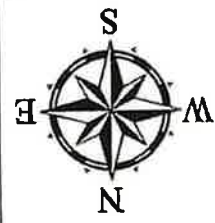


Printed Date: 9/7/2018

Fairfield County Utility GIS

Exhibit D

1 inch = 376 feet



Source: Kent H&E, Geom. Intert, Brown, W. Co., USA, KY, Green, Brown, George, etc., Kentucky, Geom. Intert, W. Co., USA, KY, etc. (Fairfield County, Ohio) and the GIS Department, Fairfield County, Ohio.



Printed Date: 9/7/2018

Fairfield County Utility GIS

Exhibit G

1 inch = 376 feet



Prosecutor's Approval Page

Resolution No.

Approval of Land Lease Agreements with Hummel Farms (Mike Hummel and John Hummel), R Miller Farms LLC (Larry Francis and Mike Miller), Brandt Family Farms (Chris Brandt) and Beard Farms, LLC. – (Ethan Beard).

(Fairfield County Utilities Department)

Approved as to form on 12/6/2024 9:09:02 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.10.cc

Approval of Land Lease Agreements with Hummel Farms (Mike Hummel and John Hummel), R Miller Farms LLC (Larry Francis and Mike Miller), Brandt Family Farms (Chris Brandt) and Beard Farms, LLC. – (Ethan Beard).

(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 Greenfield Water Main Extension Project; ARP fiscal recovery fund #2876 and Utilities fund 5841 GF Water

WHEREAS, the Board of County Commissioners authorized use of the American Rescue Plan fiscal recovery funds for the construction of the Greenfield Water Main Extension Project with resolution 2024-04.09.e;

WHEREAS, the Fairfield County Utilities Department received competitive bids for the Greenfield Water Main Extension Project on November 14, 2024;

WHEREAS, the low bidder was Mid Ohio Utilities, LLC, with a bid price of \$673,965.14 which was less than the engineer's estimate of \$1,063,510.83;

WHEREAS, the Director of Utilities has reviewed the bids and recommends award of the Greenfield Water Main Extension Project to Mid Ohio Utilities, LLC;

WHEREAS, Assistant Prosecuting Attorney, Amy Brown-Thompson, has approved the agreement as to form;

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

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 Contract Documents with Mid Ohio Utilities, LLC to perform the work necessary to construct the Greenfield Water Main Extension Project for the sum of \$673,965.14.

Section 2. That the Director of Fairfield County Utilities is directed to manage and administer the Contract and sign all appropriate documents up to the approved Contract Amount in an expeditious manner.

Prepared by: Joshua TC Anders
cc: Utilities Department

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 # **24008072 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2026

**B
I
L
L
T
O**

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

**V
E
N
D
O
R**

MID OHIO UTILITIES
2276 EAST MAIN STREET
LANCASTER, OH 43130

**S
H
I
P
T
O**

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-777-7701		8916		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
12/05/2024	18748			COMMISSIONERS ADMIN
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Greenfield Waterline Interconnect GL Account: 12287600 - 573700 - R511c	1.0	EACH	\$221,535.69	\$221,535.69
GL SUMMARY					
	12287600 - 573700 - R511c			\$221,535.69	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$221,535.69 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: 12/05/2024

Carri L. Brown

Auditor Fairfield County, OH

12/10/2024

Purchase Order Total \$221,535.69

634

For Department Use ONLY

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24008073 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 08/15/2025

**B
I
L
L
T
O**

FAIRFIELD COUNTY UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 740-652-7120

Revisions: 000

**V
E
N
D
O
R**

MID OHIO UTILITIES
2276 EAST MAIN STREET
LANCASTER, OH 43130

**S
H
I
P
T
O**

OPERATIONS BUILDING-UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 614-322-5200

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-777-7701		8920		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
12/05/2024	18748	12/05/2024		UTILITIES-OPERATIONS
NOTES				

PO Requisitioner Name : Jody Altman

E mail Address : jody.altman@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	WATER BLANKET GL Account: 12584123 - 573600	1.0	EACH	\$452,429.40	\$452,429.40
GL SUMMARY					
	12584123 - 573600			\$452,429.40	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$452,429.40 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: 12/05/2024

Carri L. Brown

Auditor Fairfield County, OH

12/10/2024

Purchase Order Total \$452,429.40

635

For Department Use ONLY



Fairfield County Utilities
6670 Lockville Road NW
Carroll, Ohio 43112

Fairfield County Utilities Fairfield County Greenfield Water Main Extension

Project Manual

Bidding Requirements
Contract Documents
Technical Specifications

Prepared by:



CIVIL ENGINEERS
& LAND SURVEYORS
2475 Sugar Grove Road, SE
Lancaster, Ohio 43130
(740) 687-5542

Title and Location of Work: Greenfield Water Main Extension
Coonpath Road
Fairfield County, Ohio

Name and Address of Owner: Fairfield County Utilities
6670 Lockville Road NW
Carroll, Ohio 43112

Owner Contact: Tony Vogel, PE
Director of Utilities
tony.vogel@fairfieldcountyohio.gov

Engineer (Construction Services): Josh Anders, PE
Deputy Director
josh.anders@fairfieldcountyohio.gov

Design Engineering Services: 2LMN, Inc. Civil Engineers & Land Surveyors
2475 Sugar Grove Road, SE
Lancaster, OH 43130
740-687-5542

PROJECT TABLE OF CONTENTS**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

C-111	ADVERTISEMENT FOR BIDS
C-200	INSTRUCTIONS TO BIDDERS
C-410	BID FORM FOR CONSTRUCTION CONTRACT
C-430	BID BOND PENAL SUM FORM
C-510	NOTICE OF AWARD
C-520	AGREEMENT BETWEEN OWNER AND CONTRACTOR
C-550	NOTICE TO PROCEED
C-610	PERFORMANCE BOND
C-615	PAYMENT BOND
C-625	CERTIFICATE OF SUBSTANTIAL COMPLETION
C-626	NOTICE OF ACCEPTABILITY
C-700	GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
C-800	SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT
C-941	CHANGE ORDER
C-942	FIELD ORDER

DIVISION 01 – GENERAL REQUIREMENTS

007343	WAGE DETERMINATION
011000	SUMMARY
012000	PRICE AND PAYMENT PROCEDURES
013000	ADMINISTRATIVE REQUIREMENTS
013216	CONSTRUCTION PROGRESS SCHEDULE
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700	CLOSEOUT PROCEDURES

DIVISION 33 – UTILITIES

330507	HORIZONTAL DIRECTIONAL BORE
331000	WATER UTILITIES

-- END OF PROJECT TABLE OF CONTENTS --

**ADVERTISEMENT FOR BIDS
FAIRFIELD COUNTY UTILITIES
FAIRFIELD COUNTY, OHIO
GREENFIELD WATER MAIN EXTENSION**

General Notice

FAIRFIELD COUNTY UTILITIES (Owner) is requesting Bids for the construction of the following Project:

GREENFIELD WATER MAIN EXTENSION

Project Location: Coonpath Road, Greenfield Township, Fairfield County, Ohio

Lump sum bids for the construction of the Project will be received at the **Fairfield County Utilities Building** located at **6670 Lockville Road NW, Carroll, Ohio, 43112**, until **Thursday, November 14, 2024** at **10:00 AM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

This project shall construct a 12" water main along Coonpath Road from Helena Drive to the Fairfield Career Center. Included with this project is the installation for an 8" water main from Coonpath Road to the Fairfield Career Center to connect to an existing 8" water main at the rear side of the property.

Project cost estimate total: \$1,063,510.83

Obtaining the Bidding Documents

Information and Bidding Documents for the Project are available on the Fairfield County Utilities website at:

<https://www.co.fairfield.oh.us/util/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A pre-bid conference will not be conducted for this Project.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Fairfield County Utilities**

By: **Tony Vogel, PE**

Title: **Director of Utilities**

Date: **Thursday, October 24th, 2024 & Thursday, October 31th, 2024**

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents.....	1
Article 3— Qualifications of Bidders.....	2
Article 4— Pre-Bid Conference.....	3
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	3
Article 6— Bidder’s Representations and Certifications.....	5
Article 7— Interpretations and Addenda.....	5
Article 8— Bid Security.....	6
Article 9— Contract Times.....	6
Article 10— Substitute and “Or Equal” Items.....	6
Article 11— Subcontractors, Suppliers, and Others.....	7
Article 12— Preparation of Bid.....	7
Article 13— Basis of Bid.....	8
Article 14— Submittal of Bid.....	9
Article 15— Modification and Withdrawal of Bid.....	9
Article 16— Opening of Bids.....	10
Article 17— Bids to Remain Subject to Acceptance.....	10
Article 18— Evaluation of Bids and Award of Contract.....	10
Article 19— Bonds and Insurance.....	11
Article 20— Signing of Agreement.....	11
Article 21— Sales and Use Taxes.....	11
Article 22— Contracts to Be Assigned.....	11

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement for bids. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Deleted.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Bluebeam Revu X 64 Standard that will provide documents in Portable Document Format (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally

control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. **Project manual**
 - b. **Construction Plans**
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Deleted

3.02 **Deleted**

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Deleted

B. A written statement that Bidder is authorized to do business in the State of Ohio or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

- C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.
- 4.02 Deleted
- 4.03 Deleted
- 4.04 Deleted

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
 - B. There will be no scheduled site visit for bidders.
 - C. Bidders visiting the Site are required to arrange their own transportation to the Site.
 - D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Josh Anders, josh.anders@fairfieldcountyohio.gov** Bidder must conduct the required Site visit during normal working hours.
 - E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
 - G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

- A. **Lindsay A. Walker, P.E.**
Project Manager
2LMN, Inc.
Lindsay.walker@2lmn.com

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

EJCDC® C-200, Instructions to Bidders for Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

TOC Page5 of 12

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 **Deleted**
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 **Deleted**
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or

EJCDC® C-200, Instructions to Bidders for Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

TOC Page6 of 12

substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner

- 11.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 **The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.**

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Deleted*

13.03 *Deleted*

13.04 *Deleted*

13.05 *Deleted*

13.06 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor’s overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.07 *Deleted*

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 Deleted

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from **Ohio** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED (DELETED)

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Fairfield County Utilities, 6670 Lockville Road NW, Carroll, Ohio 43112
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 673,965.14
--------------------	---------------

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 **Deleted**
- 6.03 Deleted
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 7.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 7.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	11-14-2024

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 8.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Mid Ohio Utilities, LLC

(typed or printed name of organization)

By:

Name: Ethan R. Beard *(individual's signature)*

Title: President *(typed or printed)*

Date: November 13, 2024 *(typed or printed)*

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Name: *(individual's signature)*

Title: *(typed or printed)*

Date: *(typed or printed)*

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: Ethan R. Beard *(typed or printed)*

Title: President *(typed or printed)*

Phone: (740) 777-7701 *(typed or printed)*

Email: Ethanb@midohioutilities.com

Address: 2276 East Main St.
Lancaster, Ohio 43130

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: Mid-Ohio Utilities, LLC Address (principal place of business): 2276 E. Main Street Lancaster, OH 43130	Surety Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201-1635
Owner Name: Fairfield County Utilities Address (principal place of business): Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112	Bid Project (name and location): Greenfield Water Main Extension Coonpath Road Bid Due Date: November 14, 2024
Bond Penal Sum: [Amount] <u>10% of Bid Lump Sum</u> Date of Bond: [Date] November 14, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Mid-Ohio Utilities, LLC <i>(Full formal name of Bidder)</i>	Surety Old Republic Surety Company <i>(Full formal name of Surety) (corporate seal)</i>
By: <u>Eth R B</u> <i>(Signature)</i>	By: <u>Stephanie M White</u> <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Ethan R Bours</u> <i>(Printed or typed)</i>	Name: <u>Stephanie M. White</u> <i>(Printed or typed)</i>
Title: <u>President</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u>[Signature]</u> <i>(Signature)</i>	Attest: <u>[Signature]</u> <i>(Signature)</i>
Name: <u>Timothy A. Newsome Sr.</u> <i>(Printed or typed)</i>	Name: <u>Peyton Janlin</u> <i>(Printed or typed)</i>
Title: <u>Operations Manager</u>	Title: <u>Surety Client Specialist</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTICE OF AWARD

Date of Issuance:

Owner: Fairfield County Utilities

Engineer: 2LMN, Inc.

Project: Greenfield Water Main Extension

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Greenfield Water Main Extension

The Contract Price of the awarded Contract is \$_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Fairfield County Utilities**

By (signature): _____

Name (printed): **Tony Vogel, PE**

Title: **Director of Utilities**

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Fairfield County Utilities** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.03 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of approximately 2,387 feet of 12” C900 watermain along Coonpath Rd. and 2,407’ of 8” C900 watermain at the Fairfield Career Center.**

ARTICLE 2—THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Greenfield Water Main Extension.**

ARTICLE 3—ENGINEER

- 3.03 Lindsay Walker, 2LMN, Inc. will act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.04 The part of the Project that pertains to the Work has been designed by **2LMN, Inc. Civil Engineers & Land Surveyors.**

ARTICLE 4—CONTRACT TIMES

4.03 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.04 *Deleted*

4.05 *Contract Times: Days*

- A. The Work must start at the Fairfield Eastland Career Center. The testing and installation of the 8-inch waterline must be completed within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.
- B. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** days after the date when the Contract Times commence to run.

4.06 Deleted

4.07 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Deleted
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.08 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.03 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of \$[number].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.03 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.04 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the [ordinal number, such as 5th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.05 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.06 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.07 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **3** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.03 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 20 sheets with each sheet bearing the following general title: **Greenfield Water Main Extension**
 - 7. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid**
 - b. Notice of Award
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.03 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.05 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Board of Fairfield County Commissioners

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

David L. Levacy

(typed or printed)

Title:

President

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

210 E Main Street #301

Lancaster, Ohio 43130

Designated Representative:

Name: Tony Vogel

(typed or printed)

Title:

Director of Utilities

(typed or printed)

Address:

6670 Lockville Rd

Carroll, Ohio 43112

Phone:

740-652-7120

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Mid Ohio Utilities LLC

(typed or printed name of organization)

By:

Eth R Beard

(individual's signature)

Date:

12-2-2024

(date signed)

Name:

Ethan R Beard

(typed or printed)

Title:

President

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

2276 E Main St Lancaster, OHIO 43130

Designated Representative:

Name: Ethan R Beard

(typed or printed)

Title:

President

(typed or printed)

Address:

2276 E Main St Lancaster, Ohio

43130

Phone:

740-777-7701

Email:

Ethanb@midohioutilities.com

License No.:

(where applicable)

State:

Ohio

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

NOTICE TO PROCEED

Owner: Fairfield County Utilities Owner's Project No.: _____
Engineer: 2LMN, Inc. Engineer's Project No.: 4810-7
Contractor: _____ Contractor's Project No.: _____
Project: Greenfield Water Main Extension
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

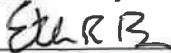
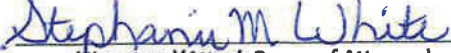
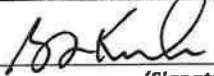

The Work must start at the Fairfield Eastland Career Center. The testing and installation of the 8-inch waterline must be completed within **60 days** from the date stated above for the commencement of the Contract Times, resulting in a date of _____.

The number of days to achieve Substantial Completion is **180 days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is **180 days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Owner: **Fairfield County Utilities**
By (signature): _____
Name (printed): Tony Vogel, PE
Title: Director of Utilities
Date Issued: _____

Copy: Engineer

PERFORMANCE BOND

<p>Contractor</p> <p>Name: Mid-Ohio Utilities, LLC</p> <p>Address (principal place of business):</p> <p style="padding-left: 40px;">2276 E. Main Street Lancaster, OH 43130</p>	<p>Surety</p> <p>Name: Old Republic Surety Company</p> <p>Address (principal place of business):</p> <p style="padding-left: 40px;">P.O. Box 1635 Milwaukee, WI 53201-1635</p>
<p>Owner</p> <p>Name: Fairfield County Utilities</p> <p>Mailing address (principal place of business):</p> <p>Fairfield County Utilities</p> <p>6670 Lockville Road NW</p> <p>Carroll, Ohio 43112</p>	<p>Contract</p> <p>Description (name and location):</p> <p>Greenfield Water Main Extension</p> <p>Contract Price: \$673,995.00</p> <p>Effective Date of Contract:</p>
<p>Bond Bond Number 7463463</p> <p>Bond Amount: <u> \$ 673,995.00 </u></p> <p>Date of Bond: <u> December 5, 2024 </u></p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p><u>Mid-Ohio Utilities, LLC</u></p> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p>	<p>Surety</p> <p><u>Old Republic Surety Company</u></p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: <u></u></p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: <u></u></p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: <u>Ethan R Beard</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: <u>Stephanie M. White</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-In-Fact</u></p>
<p>Attest: <u></u></p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: <u></u></p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: <u>Brian S. Kuhny</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: <u>Peyton Janlin</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: <u>Controller</u></p>	<p>Title: <u>Surety Client Specialist</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: GREGORY R. OVERMYER, JACK E. KEHL, JR., AMY M. PERDUE, STEPHANIE M. WHITE,

DAVE CATANESE, BRIAN MOZENA, PEYTON JANLIN of COLUMBUS, OH

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of June, 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of June, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-0469



Signed and sealed at the City of Brookfield, WI this 5th day of December, 2024

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

OLD REPUBLIC SURETY COMPANY
OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

ADMITTED ASSETS

Bonds	\$115,506,106
Common stocks	38,530,407
Cash and cash equivalents	13,435,097
Receivable for securities	575,000
Premiums and agents' balances in course of collection (not over 90 days)	9,700,887
Amounts recoverable from reinsurers	4,475,323
Net deferred tax asset	2,444,806
Investment income due and accrued	1,208,914
Current federal and foreign Income tax recoverable and interest	114,093
Receivables from parent, subsidiaries and affiliates	1,964,033
TOTAL ADMITTED ASSETS	<u>\$187,954,666</u>

LIABILITIES AND SURPLUS

Losses	\$10,809,586
Loss adjustment expenses	7,543,530
Commissions payable, contingent commissions and other similar charges	4,117,628
Other expenses (excluding taxes, licenses and fees)	7,584,819
Taxes, licenses and fees (excluding federal income taxes)	562,820
Unearned premiums	61,749,652
Advance premium	496,562
Ceded reinsurance premiums payable (net of ceding commissions)	4,926,993
Amounts withheld or retained by company for account of others	40,462
Drafts outstanding	247,030
Payable to parent, subsidiaries and affiliates	46,741
Other liabilities	1,015,368
TOTAL LIABILITIES	<u>\$99,141,191</u>
Common capital stock	2,900,000
Gross paid in and contributed surplus	16,534,036
Unassigned funds (surplus)	69,379,439
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$88,813,475</u>
TOTAL LIABILITIES AND SURPLUS	<u>\$187,954,666</u>

Securities carried at \$2,930,792 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Alan P. Pavlic, President, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2023, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December 2023, according to the best of their information, knowledge and belief, respectively.

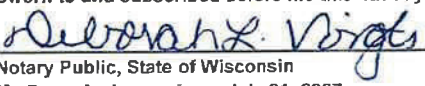


Alan P. Pavlic, President



Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 4th day of March, 2024.



Notary Public, State of Wisconsin
My Commission expires: July 31, 2027



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 03/15/2024

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

OLD REPUBLIC SURETY COMPANY

of Wisconsin 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

OLD REPUBLIC SURETY COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$182,986,700, liabilities in the amount of \$88,543,549, and surplus of at least \$94,443,150.

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



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

<p>Contractor</p> <p>Name: Mid-Ohio Utilities, LLC</p> <p>Address (principal place of business): 2276 E. Main Street Lancaster, OH 43130</p>	<p>Surety</p> <p>Name: Old Republic Surety Company</p> <p>Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201-1635</p>
<p>Owner</p> <p>Name: Fairfield County Utilities</p> <p>Mailing address (principal place of business): Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112</p>	<p>Contract</p> <p>Description (name and location): Greenfield Water Main Extension</p> <p>Contract Price: \$673,995.00</p> <p>Effective Date of</p>
<p>Bond Bond Number 7463463</p> <p>Bond Amount: \$ <u>673,995.00</u></p> <p>Date of Bond: <u>December 5, 2024</u></p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative</p>	
<p>Contractor as Principal</p> <p>Mid-Ohio Utilities, LLC</p> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p>	<p>Surety</p> <p>Old Republic Surety Company</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: <u>Eth R B</u></p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: <u>Ethan R Beard</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: <u>President</u></p> <p>Attest: <u>Burdick</u></p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: <u>Brian S. Kuhn</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: <u>Controller</u></p>	<p>By: <u>Stephanie M White</u></p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: <u>Stephanie M. White</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: <u>Attorney-In-Fact</u></p> <p>Attest: <u>P. Janlin</u></p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: <u>Peyton Janlin</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: <u>Surety Client Specialist</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

EJCDC® C-615, Payment Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **GREGORY R. OVERMYER, JACK E. KEHL, JR., AMY M. PERDUE, STEPHANIE M. WHITE,**

DAVE CATANESE, BRIAN MOZENA, PEYTON JANLIN of COLUMBUS, OH

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of June, 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of June, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-0469



Signed and sealed at the City of Brookfield, WI this 5th day of December, 2024

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

OLD REPUBLIC SURETY COMPANY
OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

ADMITTED ASSETS

Bonds	\$115,506,106
Common stocks	38,530,407
Cash and cash equivalents	13,435,097
Receivable for securities	575,000
Premiums and agents' balances in course of collection (not over 90 days)	9,700,887
Amounts recoverable from reinsurers	4,475,323
Net deferred tax asset	2,444,806
Investment income due and accrued	1,208,914
Current federal and foreign Income tax recoverable and interest	114,093
Receivables from parent, subsidiaries and affiliates	1,964,033
TOTAL ADMITTED ASSETS	<u>\$187,954,666</u>

LIABILITIES AND SURPLUS

Losses	\$10,809,586
Loss adjustment expenses	7,543,530
Commissions payable, contingent commissions and other similar charges	4,117,628
Other expenses (excluding taxes, licenses and fees)	7,584,819
Taxes, licenses and fees (excluding federal income taxes)	562,820
Unearned premiums	61,749,652
Advance premium	496,562
Ceded reinsurance premiums payable (net of ceding commissions)	4,926,993
Amounts withheld or retained by company for account of others	40,462
Drafts outstanding	247,030
Payable to parent, subsidiaries and affiliates	46,741
Other liabilities	1,015,368
TOTAL LIABILITIES	<u>\$99,141,191</u>
Common capital stock	2,900,000
Gross paid in and contributed surplus	16,534,036
Unassigned funds (surplus)	69,379,439
SURPLUS AS REGARDS POLICYHOLDERS	<u>\$88,813,475</u>
TOTAL LIABILITIES AND SURPLUS	<u>\$187,954,666</u>

Securities carried at \$2,930,792 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Alan P. Pavlic, President, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2023, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December 2023, according to the best of their information, knowledge and belief, respectively.

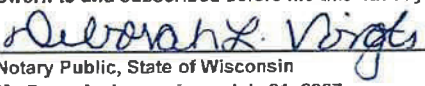


Alan P. Pavlic, President



Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 4th day of March, 2024.



Notary Public, State of Wisconsin
My Commission expires: July 31, 2027



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 03/15/2024

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

OLD REPUBLIC SURETY COMPANY

of Wisconsin 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

OLD REPUBLIC SURETY COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$182,986,700, liabilities in the amount of \$88,543,549, and surplus of at least \$94,443,150.

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



17. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
18. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
19. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
20. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
21. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 21.1. Claimants who do not have a direct contract with the Contractor
 - 21.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 21.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 21.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
22. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
23. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 23.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 23.2. Pay or arrange for payment of any undisputed amounts.
 - 23.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

24. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
25. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
26. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
27. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
28. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
29. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
30. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
31. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
32. Definitions
 - 32.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 32.1.1. The name of the Claimant;
 - 32.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 32.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 32.1.4. A brief description of the labor, materials, or equipment furnished;

- 32.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 32.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 32.1.7. The total amount of previous payments received by the Claimant; and
 - 32.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 32.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 32.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 32.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 32.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
33. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
34. Modifications to this Bond are as follows: **None**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **Fairfield County Utilities**
Engineer: **2LMN, Inc.**
Contractor: _____ Contractor's Project No.: _____
Project: **Greenfield Water Main Extension**
Contract Name: _____

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

Amendments to Contractor's Responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): Lindsay A. Walker, P.E.

Title: Project Manager

NOTICE OF ACCEPTABILITY OF WORK

Owner: **Fairfield County Utilities**
Engineer: **2LMN, Inc.**
Contractor: _____ Contractor’s Project No.: _____
Project: **Greenfield Water Main Extension**
Contract Name: _____
Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract’s Contract Documents (“Contract Documents”) and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] (“Owner-Engineer Agreement”). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice has been prepared to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment. Engineer

By (signature): _____
Name (printed): Lindsay A. Walker
Title: Project Manager

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters.....	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives.....	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	8
Article 3—Contract Documents: Intent, Requirements, Reuse.....	9
3.01 Intent.....	9
3.02 Reference Standards.....	9
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents.....	10
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	11
4.01 Commencement of Contract Times; Notice to Proceed.....	11
4.02 Starting the Work.....	11
4.03 Reference Points	12
4.04 Progress Schedule.....	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	14
5.01 Availability of Lands	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions	16

5.05	Underground Facilities.....	17
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance.....		21
6.01	Performance, Payment, and Other Bonds.....	21
6.02	Insurance—General Provisions.....	22
6.03	Contractor’s Insurance.....	24
6.04	Builder’s Risk and Other Property Insurance.....	25
6.05	Property Losses; Subrogation	26
6.06	Receipt and Application of Property Insurance Proceeds	27
Article 7—Contractor’s Responsibilities		27
7.01	Contractor’s Means and Methods of Construction	27
7.02	Supervision and Superintendence	27
7.03	Labor; Working Hours	28
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”.....	28
7.06	Substitutes	29
7.07	Concerning Subcontractors and Suppliers.....	31
7.08	Patent Fees and Royalties.....	32
7.09	Permits	33
7.10	Taxes	33
7.11	Laws and Regulations.....	33
7.12	Record Documents.....	34
7.13	Safety and Protection	34
7.14	Hazard Communication Programs	35
7.15	Emergencies.....	35
7.16	Submittals	35
7.17	Contractor’s General Warranty and Guarantee	38
7.18	Indemnification	39
7.19	Delegation of Professional Design Services	40
Article 8—Other Work at the Site.....		40
8.01	Other Work	40
8.02	Coordination	41
8.03	Legal Relationships.....	42

Article 9—Owner’s Responsibilities	43
9.01 Communications to Contractor	43
9.02 Replacement of Engineer	43
9.03 Furnish Data	43
9.04 Pay When Due.....	43
9.05 Lands and Easements; Reports, Tests, and Drawings.....	43
9.06 Insurance.....	43
9.07 Change Orders	43
9.08 Inspections, Tests, and Approvals.....	43
9.09 Limitations on Owner’s Responsibilities	43
9.10 Undisclosed Hazardous Environmental Condition.....	44
9.11 Evidence of Financial Arrangements.....	44
9.12 Safety Programs	44
Article 10—Engineer’s Status During Construction	44
10.01 Owner’s Representative.....	44
10.02 Visits to Site.....	44
10.03 Resident Project Representative.....	44
10.04 Engineer’s Authority	45
10.05 Determinations for Unit Price Work	45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	45
10.07 Limitations on Engineer’s Authority and Responsibilities	45
10.08 Compliance with Safety Program.....	46
Article 11—Changes to the Contract	46
11.01 Amending and Supplementing the Contract	46
11.02 Change Orders	46
11.03 Work Change Directives.....	47
11.04 Field Orders.....	47
11.05 Owner-Authorized Changes in the Work.....	47
11.06 Unauthorized Changes in the Work.....	48
11.07 Change of Contract Price	48
11.08 Change of Contract Times.....	49
11.09 Change Proposals	49
11.10 Notification to Surety.....	50

Article 12—Claims.....	50
12.01 Claims.....	50
Article 13—Cost of the Work; Allowances; Unit Price Work	52
13.01 Cost of the Work	52
13.02 Allowances	55
13.03 Unit Price Work.....	56
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	56
14.01 Access to Work.....	56
14.02 Tests, Inspections, and Approvals.....	57
14.03 Defective Work	57
14.04 Acceptance of Defective Work.....	58
14.05 Uncovering Work	58
14.06 Owner May Stop the Work	59
14.07 Owner May Correct Defective Work.....	59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	60
15.01 Progress Payments.....	60
15.02 Contractor’s Warranty of Title	63
15.03 Substantial Completion.....	63
15.04 Partial Use or Occupancy	64
15.05 Final Inspection	64
15.06 Final Payment.....	65
15.07 Waiver of Claims	66
15.08 Correction Period	66
Article 16—Suspension of Work and Termination	67
16.01 Owner May Suspend Work	67
16.02 Owner May Terminate for Cause.....	67
16.03 Owner May Terminate for Convenience.....	68
16.04 Contractor May Stop Work or Terminate	69
Article 17—Final Resolution of Disputes	69
17.01 Methods and Procedures.....	69
Article 18—Miscellaneous	70
18.01 Giving Notice	70
18.02 Computation of Times.....	70

18.03	Cumulative Remedies	70
18.04	Limitation of Damages	70
18.05	No Waiver	70
18.06	Survival of Obligations	70
18.07	Controlling Law	70
18.08	Assignment of Contract.....	71
18.09	Successors and Assigns	71
18.10	Headings.....	71

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal;

EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

- seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted

by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a

subsequently issues Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

“furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- H. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-

term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract

Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the

EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work

at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work,

EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary, issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of

their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may

submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon

EJCDC® C-700, Standard General Conditions of the Construction Contract.

**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants,

and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal"

item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for

review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall

initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims,

EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with

them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
 1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is

not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner’s Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

- 10.01 Owner's Representative
- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.
- 10.02 Visits to Site
- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- 10.03 Resident Project Representative
- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the

responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of

inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from

EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's

safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.

- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may

require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining

after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work,

property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in

an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ADVERTISEMENT FOR BIDS	1
General Notice	1
Obtaining the Bidding Documents	1
This Advertisement is issued by:	1
Owner: Fairfield County Utilities	1
Title: Director of Utilities	1
Article 1— Defined Terms.....	1
1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:	1
Article 2— Bidding Documents	1
2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.	1
2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.	1
2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement for bids. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.....	1
2.04 Deleted.....	1
2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing	

Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder’s failure to obtain Addenda from a plan room..... 1

2.06 Electronic Documents 1

Article 3— Qualifications of Bidders 2

3.01 Deleted..... 2

3.02 **Deleted** 2

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder’s qualifications to perform the Work: 2

3.04 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract..... 3

3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications..... 3

Article 4— Pre-Bid Conference 3

4.01 A pre-bid conference will not be conducted for this Project..... 3

4.02 Deleted..... 3

4.03 Deleted..... 3

4.04 Deleted..... 3

Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site 3

5.01 Site and Other Areas 3

5.02 Existing Site Conditions 3

5.03 Other Site-related Documents 4

5.04 Site Visit and Testing by Bidders 4

5.05 Owner’s Safety Program 5

5.06 Other Work at the Site 5

Article 6— Bidder’s Representations and Certifications..... 5

6.01 Express Representations and Certifications in Bid Form, Agreement 5

Article 7— Interpretations and Addenda 5

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents..... 5

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows: 5

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered. 5

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents. 5

Article 8— Bid Security 6

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. 6

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, hereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults. 6

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released. 6

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening. 6

Article 9— Contract Times 6

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement. 6

9.02 **Deleted** 6

9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement. 6

Article 10— Substitute and “Or Equal” Items 6

10.01 **Deleted** 6

10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The

burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner..... 6

10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk..... 7

Article 11— Subcontractors, Suppliers, and Others 7

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid. 7

11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening: 7

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award..... 7

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions. 7

Article 12— Preparation of Bid 8

12.01 The Bid Form is included with the Bidding Documents. 8

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid. 8

12.03	A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.	8
12.04	A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.	8
12.05	A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.	8
12.06	A Bid by an individual must show the Bidder’s name and official address.	8
12.07	A Bid by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.	8
12.08	All names must be printed in ink below the signatures.	8
12.09	The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.	8
12.10	Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.	8
12.11	The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.	8
12.12	If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.	9
Article 13—	Basis of Bid	9
13.01	Lump Sum	9
13.02	Deleted	9
13.03	Deleted	9
13.04	Deleted	9
13.05	Deleted	9
13.06	Allowances	9
13.07	Deleted	9
Article 14—	Submittal of Bid	9
14.01	The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted	

with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form..... 9

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement. 9

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened. 9

Article 15— Modification and Withdrawal of Bid..... 10

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder..... 10

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids. 10

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work..... 10

Article 16— Opening of Bids..... 10

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids..... 10

16.02 Deleted..... 10

Article 17— Bids to Remain Subject to Acceptance 10

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. 10

Article 18— Evaluation of Bids and Award of Contract 10

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work..... 10

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. 10

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive. 10

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid..... 11

18.05 Evaluation of Bids..... 11

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents. 11

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.11

Article 19— Bonds and Insurance..... 11

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation. 11

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process..... 11

Article 20— Signing of Agreement..... 11

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions. 11

Article 21— Sales and Use Taxes 12

21.01 Owner is exempt from **Ohio** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information. 12

Article 22— Contracts to Be Assigned (Deleted) 12

Article 1— Owner and Bidder 1

1.01 This Bid is submitted to: Fairfield County Utilities, 6670 Lockville Road NW, Carroll, Ohio 43112

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as

specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents..... 1

Article 2— Attachments to this Bid 1

 2.01 The following documents are submitted with and made a condition of this Bid: 1

Article 3— Basis of Bid—Lump Sum Bid and Unit Prices 1

 3.01 *Lump Sum Bids* 1

Article 4— Deleted 2

Article 5— deleted 2

Article 6— Time of Completion 2

 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. 2

 6.02 **Deleted** 2

 6.03 Deleted..... 2

 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages. 2

Article 7— Bidder’s Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda..... 2

 7.01 *Bid Acceptance Period*..... 2

 7.02 *Instructions to Bidders* 2

 7.03 *Receipt of Addenda* 2

Article 8— Bidder’s Representations and Certifications..... 2

 8.01 *Bidder’s Representations* 2

 8.02 *Bidder’s Certifications* 3

Article 1— WORK 1

 1.03 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of approximately 2,387 feet of 12” C900 watermain and 2,407’ of 8” C900 watermain.** 1

Article 2— THE PROJECT 1

Article 3— ENGINEER..... 1

 3.03 Lindsay A. Walker, 2LMN, Inc. will act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract. .. 1

 3.04 The part of the Project that pertains to the Work has been designed by **2LMN, Inc.**..... 1

Article 4— CONTRACT TIMES..... 1

 4.03 *Time is of the Essence* 1

 4.04 *Deleted* 1

4.05	<i>Contract Times: Days</i>	1
4.06	<i>Deleted</i>	2
4.07	<i>Liquidated Damages</i>	2
4.08	<i>Special Damages</i>	2
Article 5— CONTRACT PRICE		3
5.03	Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:.....	3
Article 6— PAYMENT PROCEDURES		3
6.03	<i>Submittal and Processing of Payments</i>	3
6.04	<i>Progress Payments; Retainage</i>	3
6.05	<i>Final Payment</i>	3
6.06	<i>Consent of Surety</i>	4
6.07	<i>Interest</i>	4
Article 7— CONTRACT DOCUMENTS		4
7.03	<i>Contents</i>	4
Article 8— REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS.....		5
8.03	<i>Contractor’s Representations</i>	5
8.04	<i>Contractor’s Certifications</i>	6
8.05	<i>Standard General Conditions</i>	6
Article 1—Definitions and Terminology.....		1
1.01	Defined Terms.....	1
1.02	Terminology	6
Article 2—Preliminary Matters		7
2.01	Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02	Copies of Documents	7
2.03	Before Starting Construction	7
2.04	Preconstruction Conference; Designation of Authorized Representatives.....	8
2.05	Acceptance of Schedules	8
2.06	Electronic Transmittals	8
Article 3—Contract Documents: Intent, Requirements, Reuse.....		9
3.01	Intent.....	9
3.02	Reference Standards.....	9
3.03	Reporting and Resolving Discrepancies	10

3.04	Requirements of the Contract Documents	10
3.05	Reuse of Documents	11
Article 4—Commencement and Progress of the Work		11
4.01	Commencement of Contract Times; Notice to Proceed	11
4.02	Starting the Work.....	11
4.03	Reference Points	12
4.04	Progress Schedule	12
4.05	Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions		14
5.01	Availability of Lands	14
5.02	Use of Site and Other Areas.....	14
5.03	Subsurface and Physical Conditions.....	15
5.04	Differing Subsurface or Physical Conditions	16
5.05	Underground Facilities.....	17
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance.....		21
6.01	Performance, Payment, and Other Bonds.....	21
6.02	Insurance—General Provisions.....	22
6.03	Contractor’s Insurance.....	24
6.04	Builder’s Risk and Other Property Insurance.....	25
6.05	Property Losses; Subrogation	26
6.06	Receipt and Application of Property Insurance Proceeds	27
Article 7—Contractor’s Responsibilities		27
7.01	Contractor’s Means and Methods of Construction	27
7.02	Supervision and Superintendence	27
7.03	Labor; Working Hours	28
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”	28
7.06	Substitutes	29
7.07	Concerning Subcontractors and Suppliers.....	31
7.08	Patent Fees and Royalties.....	32
7.09	Permits	33

7.10	Taxes	33
7.11	Laws and Regulations.....	33
7.12	Record Documents.....	34
7.13	Safety and Protection	34
7.14	Hazard Communication Programs	35
7.15	Emergencies.....	35
7.16	Submittals	35
7.17	Contractor’s General Warranty and Guarantee	38
7.18	Indemnification	39
7.19	Delegation of Professional Design Services	40
Article 8	—Other Work at the Site.....	40
8.01	Other Work	40
8.02	Coordination	41
8.03	Legal Relationships.....	42
Article 9	—Owner’s Responsibilities.....	43
9.01	Communications to Contractor	43
9.02	Replacement of Engineer.....	43
9.03	Furnish Data	43
9.04	Pay When Due.....	43
9.05	Lands and Easements; Reports, Tests, and Drawings.....	43
9.06	Insurance.....	43
9.07	Change Orders	43
9.08	Inspections, Tests, and Approvals.....	43
9.09	Limitations on Owner’s Responsibilities	43
9.10	Undisclosed Hazardous Environmental Condition.....	44
9.11	Evidence of Financial Arrangements.....	44
9.12	Safety Programs	44
Article 10	—Engineer’s Status During Construction	44
10.01	Owner’s Representative.....	44
10.02	Visits to Site.....	44
10.03	Resident Project Representative.....	44
10.04	Engineer’s Authority	45

10.05	Determinations for Unit Price Work	45
10.06	Decisions on Requirements of Contract Documents and Acceptability of Work	45
10.07	Limitations on Engineer’s Authority and Responsibilities	45
10.08	Compliance with Safety Program.....	46
Article 11	—Changes to the Contract	46
11.01	Amending and Supplementing the Contract	46
11.02	Change Orders	46
11.03	Work Change Directives.....	47
11.04	Field Orders.....	47
11.05	Owner-Authorized Changes in the Work.....	47
11.06	Unauthorized Changes in the Work.....	48
11.07	Change of Contract Price	48
11.08	Change of Contract Times.....	49
11.09	Change Proposals.....	49
11.10	Notification to Surety.....	50
Article 12	—Claims.....	50
12.01	Claims	50
Article 13	—Cost of the Work; Allowances; Unit Price Work	52
13.01	Cost of the Work	52
13.02	Allowances	55
13.03	Unit Price Work.....	56
Article 14	—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	56
14.01	Access to Work.....	56
14.02	Tests, Inspections, and Approvals.....	57
14.03	Defective Work	57
14.04	Acceptance of Defective Work.....	58
14.05	Uncovering Work	58
14.06	Owner May Stop the Work	59
14.07	Owner May Correct Defective Work.....	59
Article 15	—Payments to Contractor; Set-Offs; Completion; Correction Period	60
15.01	Progress Payments.....	60
15.02	Contractor’s Warranty of Title	63

15.03	Substantial Completion.....	63
15.04	Partial Use or Occupancy.....	64
15.05	Final Inspection.....	64
15.06	Final Payment.....	65
15.07	Waiver of Claims.....	66
15.08	Correction Period.....	66
Article 16—	Suspension of Work and Termination.....	67
16.01	Owner May Suspend Work.....	67
16.02	Owner May Terminate for Cause.....	67
16.03	Owner May Terminate for Convenience.....	68
16.04	Contractor May Stop Work or Terminate.....	69
Article 17—	Final Resolution of Disputes.....	69
17.01	Methods and Procedures.....	69
Article 18—	Miscellaneous.....	70
18.01	Giving Notice.....	70
18.02	Computation of Times.....	70
18.03	Cumulative Remedies.....	70
18.04	Limitation of Damages.....	70
18.05	No Waiver.....	70
18.06	Survival of Obligations.....	70
18.07	Controlling Law.....	70
18.08	Assignment of Contract.....	71
18.09	Successors and Assigns.....	71
18.10	Headings.....	71
Article 1—	Definitions and Terminology.....	1
Article 2—	Preliminary Matters.....	1
Article 3—	Contract Documents: Intent, Requirements, Reuse.....	6
Article 4—	Commencement and Progress of the Work.....	6
Article 5—	Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions.....	8
5.01	Availability of Lands.....	8
SC-5.01	Amend Paragraph 5.01.B to read as follows:.....	8
B.	Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.	8

5.02	Use of Site and Other Areas.....	8
SC-5.02	Amend Paragraph 5.02.A.2 to read as follows:.....	8
2.	If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by dispute resolution proceeding, or in a court of competent jurisdiction located in Fairfield County, Ohio; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, member, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor’s performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.	8
Article 6—	Bonds and Insurance.....	10
6.01	Performance, Payment, and Other Bonds.....	10
6.02	Insurance—General Provisions.....	11
SC-6.02	Amend Paragraph 6.02.E by striking out “Owner shall” and replacing with “Owner may” in both locations.	11
SC-6.02	Amend Paragraph 6.02.J by striking out “Owner may” and replacing with “Owner shall”. 11	
6.04	Builder’s Risk and Other Property Insurance.....	15
SC.6.04	Amend Paragraph 6.04C by striking out “Owner shall” and replacing with “Owner may”. 15	
Article 7—	Contractor’s Responsibilities	17
ARTICLE 8--	Other work at site	19
ARTICLE 9--	Owner’s Responsibilities	19
article 10---	Engineer’s Status During Construction	19
article 11-----	Changes to the Contract.....	20
11.02	Change Orders	20
SC-11.02	Amend Paragraph 11.02.A by striking out “Owner shall” and replacing with “Owner may”. 20	
SC-11.02	Delete Paragraph 11.02.A.2 in its entirety and replace with the following:	20
article 12----	Claims.....	20
SC-12.01	Delete Subparagraph 12.01.A-G and add the following new subparagraphs:	20

article 13-----Cost of Work; Allowances, Unit Price Work	22
article 14----Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....	23
SC 14.07 Delete Paragraph 14.07.A in its entirety and replace with the following:	23
article 15----Payments to Contractor, Set Offs; Completions; Correction Period	23
article 16----Suspension of Work and Termination	26
16.02 Owner May Terminate for Cause.....	26
SC-16.02 Amend Paragraph 16.02.A.1 by striking out “persistent” with the subparagraph.....	26
SC-16.02 Amend Paragraph 16.02.B by striking out "10 days’ written notice” and replacing with “three (3) business days’ written notice”	26
SC-16.02 Amend Paragraph 16.02.B by adding the following subparagraphs:	26
4. Complete the Work as Owner may deem expedient.	26
5. Such termination shall be effective as of the date stated in the termination notice provided to Contractor.....	26
SC-16.02 Amend Paragraph 16.02.D by striking out “7 days” and replacing with “three (3) business days”. 26	
16.03 Owner May Terminate for Convenience.....	26
SC-16.03 Delete Paragraph 16.03.A and 16.03.A.1-3 in their entirety and replace with the following: 26	
A. Upon three (3) business days’ written notice to Contract and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the writtennotice. In such case, Contractor shall be paid for (without duplication of any items):.....	26
Article 17-----Final Resolutions of Disputes	27
17.01 Methods and Procedures.....	27
SC-17.01 Delete Paragraphs 17.01.A-B and replace with the following:.....	27
A. Settlement, Methods and Procedures.....	27
1. In addition to Owner’s entitlement to attorney’s fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recover of attorneys’ fees, costs and expenses. If at any stage of the litigation, including any appeals, Contractor’s claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner’s offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorney’s fees, costs and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor’s claim.....	27
2. Any dispute, claim or other matter not settled by negotiations or other means as mutually agreed upon by Owner, Contractor, and surety where applicable, shall be determined by the Court of	

Common Pleas for Fairfield County, Ohio, which shall have exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court, including any U.S. District Court..... 27

article 18---Miscellaneous 27

Exhibit A— Software Requirements for Electronic Document Exchange..... 27

Exhibit B— Foreseeable Bad Weather Days 1

Exhibit C— Geotechnical Baseline Report Supplement to the Supplementary Conditions 1

not used 1

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

Deleted

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Deleted

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor **5** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

- 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 25 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

**Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.**

**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).**

- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor’s use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor (“Request”) in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner’s response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer’s purposes solely, and is being provided to Contractor on an “AS IS” basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor’s application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor’s sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys’ fees and defense costs arising out of or resulting from Contractor’s use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor’s subcontractors. Contractor warrants that subsequent use by Contractor’s subcontractors complies with all terms of the Contract Documents and Owner’s response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at

**Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.**

**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).**

§[number] per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

3.03 *Reporting and Resolving Discrepancies*

SC-3.03 Amend Paragraph 3.03.A.3 to read as follows:

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof, or Contractor failed to perform its obligations under the Instructions to Bidders.

SC-3.02 Amend Paragraph 3.03.A by adding the following subparagraph.

4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated about, correction of work constructed without such notification to Engineer shall be at Contractor's expense (except in an emergency as authorized by Paragraph 7.15).

SC-3.03 Amend Paragraph 3.03.B.1 by striking out "prepared by or for Engineer".

3.04 *Requirements of the Contract Documents*

SC-3.04 Amend the last sentence of Paragraph 3.04.A to read as "Owner will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work".

SC-3.04 Amend Paragraph 3.04.B to read as follows:

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor upon the Owner's acceptance of the Engineer's ruling, unless it appeals by submitting a Change Proposal and that Change Proposal is accepted by both the Engineer and Owner.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Paragraph is mandatory for WWD projects.

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **0.5”** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **20** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **100** degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **National Oceanic and Atmospheric Administration (NOAA)** weather monitoring station at **Huntington, West Virginia**.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit **B—Foreseeable Bad Weather Days**.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit **B—Foreseeable Bad Weather Days** will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

SC-5.01 Amend Paragraph 5.01.B to read as follows:

B. Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

5.02 Use of Site and Other Areas

SC-5.02 Amend Paragraph 5.02.A.2 to read as follows:

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by dispute resolution proceeding, or in a court of competent jurisdiction located in Fairfield County, Ohio; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, member, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor’s performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
NONE		

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to

the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
FAI-CR7-1.94	3-2-23	Approved Plans
FAI-33-7.31	4-10-00	Approved Plans
GTWSD Columbus Rd. Waterline Extension	3/2004	Approved Plans

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Amend Paragraph 5.04.A by striking out “promptly” and replacing with “within 48 hours”.

SC-5.04 Amend Paragraph 5.04.C by striking out “Owner shall” and replacing with “Owner may”.

SC-5.04 Amend Paragraph 5.04.E.4 by striking out “30 days” and replacing with “10 days”.

5.05 *Underground Facilities*

SC-5.05 Amend Paragraph 5.05.D by striking out “Owner shall” and replacing with “Owner may”.

SC-5.05 Amend Paragraph 5.05.F.1 to read as follows:

- Contractor may be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawing, or was not shown or indicated with reasonable accuracy, or any relate delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to all the following:

5.06 *Hazardous Environmental Conditions*

SC-5.06 Modify Paragraph 5.06.A to read:

- A. *Reports and Drawings:* The Supplementary Conditions/Agreement identifies:

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
NONE		

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
NONE		

SC-5.06 Amend Paragraph 5.06.G to read as follows:

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, or any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 10 days of Owner’s written notice regarding the resumption of Work, Contractor may submit a Change Proposal for the Owner’s consideration, or the Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

SC-5.06 Delete Paragraph 5.06.I in its entirety.

SC-5.06 Amend Paragraph 5.06.J by striking out “arbitration or other” within the subparagraph.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Amend Paragraph 6.01.F by striking out “Owner shall” and replacing with “Owner may”.

SC-6.01 Add the following paragraph immediately after Paragraph 6.01.H:

- I. **Material Default or Termination.** If the Owner notifies the Contractor’s surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents. If the Owner terminates the Contract and the surety proposes to take over the Work, the surety shall do so no later than the later of the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Contractor is terminated for cause, the replacement contractor shall not be the Contractor or a contractor comprised of mostly Contractor's employees, unless the Owner agrees in writing. In the event, the Surety takes over the Project, the surety's obligation shall not be limited to the penal some of the Bond. If the surety does not propose an acceptable contractor as required by this Paragraph 5.01.D, the Owner may complete the Work by such means as it deems appropriate. In the event, the Owner agrees to except a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents. This Paragraph 5.01.D is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations. In the event of the Contractor's termination and if the surety does not take over the Work as provided in this Paragraph 5.01.D., the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

SC.6.01 Deleted

6.02 Insurance—General Provisions

SC-6.02 Amend Paragraph 6.02.E by striking out "Owner shall" and replacing with "Owner may" in both locations.

SC-6.02 Amend Paragraph 6.02.J by striking out "Owner may" and replacing with "Owner shall".

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.E:

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
Employer's Liability	
Each accident	\$ 500,000
Each employee	\$500,000
Policy limit	\$500,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$1,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	

Automobile Liability	Policy limits of not less than:
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$5,000,000** after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. The following provisions shall also apply to the insurance provided by the Contractor:
1. Contractor’s insurance shall be primary and non-contributory.
 2. Insurance policies shall be written on an occurrence basis only.
 3. The Contractor shall require all Subcontractors to provide Worker’s Compensation, CGL, and Automotive Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
 4. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.

5. The additional insured endorsement shall be ISO 20 10 10 01 and CD 2037 10 01 or their equivalents so that Completed Operations liability extends to the additional insureds after the complete of the Project.

6.04 Builder's Risk and Other Property Insurance

SC-6.04 Amend Paragraph 6.04C by striking out "Owner shall" and replacing with "Owner may".

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for

the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$500,000**.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$250,000**.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
 1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than **\$5,000** for direct physical loss in any one occurrence.

SC-6.04 Deleted

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 AM to 4:30 PM EST, Monday through Friday.
2. Owner's legal holidays are **New Year’s Day, Martin Luther King Day, President’s Day, Good Friday (Close at Noon), Memorial Day, Juneteenth, Independence Day, Labor Day, Fairfield County Fair Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (Close at noon), Christmas Day.**

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03. D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as 1.5 times the hourly rate.

7.04 – *Service, Materials, and Equipment*

SC-7.04 Supplement Paragraph 7.04 by adding the following at the end of this paragraph:

Contractor warrants that all materials and equipment for which Contractor has primary responsibility for choosing are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship or design. The foregoing applies whether the material or equipment are specified in the Contract Documents.

7.06 *Substitutes*

SC-7.06 Amend Paragraph 7.06.F by striking out the last sentence: “Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittals of a Change Proposal.”

7.07 *Concerning Subcontractors and Suppliers*

SC-7.07 Delete Paragraph 7.07.A. in its entirety and replace with the following:

Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objections. If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, with may request Contractor submit an acceptable substitute without an increase in Contract Price.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.11 *Laws and Regulations*

SC-7.11 Amend Paragraph 7.11.B by striking out "arbitration or other" within the subparagraph.

SC-7.11 Delete Paragraph 7.11.C in its entirety and replace with the following:

- B. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Law or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if an, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 10 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 12.05.

7.13 *Safety and Protection*

SC-7.13 Amend Paragraph 7.13D to read as follows:

- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense.

7.17 *Contractor's General warranties and Guarantee*

SC-7.17 Amend Paragraph 7.13.B and Subparagraphs 7.17.B.1-2 to read as follows:

- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08.
 - 1. Owner shall give Contractor written notice of any defective Work within 1 year of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an even giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

7.18 *Indemnification*

SC-7.18 Delete Paragraph 7.18.A in its entirety and replace with the following:

B. To the fullest extent permitted by Law and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each, and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, or other dispute resolution costs) arising from third-party claims, or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment, or damage is attributable to bodily injury, sickness, disease, or death, to damage to or destruction of tangible property (other than the Work itself) , or from a breach of the Contractor's obligations under the Contract Documents, including the loss of use resulting therefrom, the act or omission of if Contractor, and Subcontractor, any Supplier, or any individual or entity, directly or indirectly, employed by any of them to perform any of the Work, or anyone who's ask any of them may be liable

ARTICLE 8---OTHER WORK AT SITE

8.02 *Coordination*

SC-8.02 Deleted

8.03 *Legal Relationships*

SC-8.03 Amend Paragraph 8.03.A by striking out "Contractor shall" and replacing with "Contractor may" and striking out "30 days" and replacing with "10 days".

SC-8.03 Amend Paragraph 8.03.B.1 by striking out "Owner shall" and replacing with "Owner may".

SC-8.03 Amend Paragraph 8.03.C by striking out "arbitration or other" in both locations within the subparagraph.

ARTICLE 9---OWNER'S RESPONSIBILITIES

9.02 *Replacement of Engineer.*

SC-9.02 Deleted Paragraph 9.02.A. in its entirety and replace with the following:

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be an employee of the Owner.

ARTICLE 10---ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

Exhibit A—Software Requirements for Electronic Document Exchange.

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

- SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:
1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Deleted

ARTICLE 11-----CHANGES TO THE CONTRACT

11.02 Change Orders

SC-11.02 Amend Paragraph 11.02.A by striking out “Owner shall” and replacing with “Owner may”.

SC-11.02 Delete Paragraph 11.02.A.2 in its entirety and replace with the following:

2. Changes in Contract Price where the Owner and Contractor have mutually agreed to the change in price;

11.03 *Work Change Directives*

SC-11.03 Amend Paragraph 11.03.B.1 by striking out “30 days” and replacing with “10 days”.

11.04 *Field Orders*

SC-11.04 Delete Paragraph 11.04.B in its entirety and replace with the following:

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, the Contractor shall submit a Change Proposal no later than 7 days after receiving notice of the Field Order.

11.07 *Change of Contract Price*

SC-11.07 Amend Paragraph 11.07.A to read as follows:

- A. The Contract Price may only be changed by a mutually agreed upon Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

SC-11.07 Delete Paragraph 11.07.C. in its entirety and replace with the following:

- B. *Contractor’s Fee:* When applicable, the Contractor’s fee for overhead and profit may be determined as follows:
 1. A mutually acceptable fixed fee.

ARTICLE 12-----CLAIMS

12.01 *Claims*

SC-12.01 Delete Subparagraph 12.01.A-G and add the following new subparagraphs:

- A. *Engineer’s Decision Required:* All claims, except those waived pursuant to Paragraph _____, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

may otherwise have under the Contract Documents or by Law and Regulations in respect of such Claims.

- B. *Notice:* As a condition precedent to a change in the Contract Price or the Contract Times, for each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner, within 21 days of the start of the even giving rise to the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed Statement of Claim form shall be an irrevocable waiver of Contractor's right to any form of additional compensation, be it in time or money, arising out of the Claim or the circumstances underlying the claim. Further, the Contractor's obligation to deliver a fully completed Statement of Claim form within such 21 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take on of the following actions in writing:
 - 1. Deny the Claim in whole or in part;
 - 2. Approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the even that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 12.01.C or denial pursuant to Paragraphs 12.01.C.3 or 12.01.D will be final and binding upon Owner and Contractor, unless Owner or Contractor commences an action in a court of exclusive jurisdiction as set forth in Article 17 within 30 days of substantial completion of the Work.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 12.01.
- G. *False or Fraudulent Claim:* The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.
- H. *Claim Documentation:* Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with

subcontractors and suppliers, internal correspondence (including email), accounting records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested document and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment. Contractor shall indemnify Owner for all of Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

ARTICLE 13-----COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 Unit Price Work

SC-13.03 Supplement Paragraph 13.03.A to read as follows:

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. Contractor shall not be paid for any Unit Price Work that represents an actual quantity greater than 110% of the estimated quantity, without a Change Order. The Contractor shall maintain such records as required to track the quantities of Unit Price Work in anticipation of exceeding the 110% threshold.

ARTICLE 14----TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.07 *Owner May Correct Defective Work*

SC 14.07 Delete Paragraph 14.07.A in its entirety and replace with the following:

- F. If Contractor fails within two (2) business days of written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct defective Work, or to remove and replace, or take reasonable steps to remove and replace, defective Work as required by Engineer, then Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professional and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Order provide for in this Paragraph 14.07.

ARTICLE 15----PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Delete subparagraph 15.01.B.4 in its entirety and add the following new subparagraphs:

2. Retainage: Partial payments to Contractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Application of Payment that shows the total Contract Completion at 50 percent or greater, pursuant to Ohio Revised Code Section 153.14. After the Contract is 50 percent complete as evidenced by payments in the amount of at least 50 percent of the Contact Price to Contractor, no additional funds shall be retained from payments for labor.
3. Contractor shall submit one original on 8-1/2 by 11-inch paper of each lien waiver submitted.
4. Contractor shall submit one copy of each pay request for approval.
5. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.
6. All stored equipment and materials for which payment is requested shall have six copies (unless a different quantity is otherwise agreed upon) of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.

7. Payments for the stored equipment and materials which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.
8. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Documents of Ownership to Owner.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.03 Add the following new subparagraph to Paragraph 15.03:

- F. *Time for Completion of Items on Tentative List and Remedies.* The time fixed by the Engineer for the completion of all items on the list accompanying the tentative certificate of Substantial Completion shall not be great than forty-five (45) days. The Contractor shall complete all items on the list with such 45-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and cost thereof shall be charged to the Contractor. The Contractor irrevocable designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by Engineer for purposes of evaluation corrected Work is required, it will be performed at the Contractor's expense.

15.04 *Partial Use or Occupancy*

SC-15.04 Add the following new Paragraph 15.05.A.4 immediately following Paragraph 15.04.A.3:

3. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall inspect that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

15.06 *Final Payment*

SC-15.06 Amend Paragraph 15.06.A.3 by striking out “Contractor may” and replacing with “Contractor shall” in both locations.

SC-15.06 Delete “set offs for liquidated damages and” from Paragraph 15.06.E.

15.08 *Correction Period*

- SC-15.08 Amend Paragraph 15.08.B by striking out “60 days” and replacing with “180 days” within both locations of the subparagraph.
- SC-15.08 Amend Paragraph 15.08.C by striking out “60 day” and replacing with “180 days” within the subparagraph.
- SC-15.08 Amend Paragraph 15.08.C by striking out “arbitration or other” within the subparagraph.

ARTICLE 16----SUSPENSION OF WORK AND TERMINATION

16.02 *Owner May Terminate for Cause*

- SC-16.02 Amend Paragraph 16.02.A.1 by striking out “persistent” with the subparagraph.
- SC-16.02 Amend Paragraph 16.02.B by striking out "10 days’ written notice” and replacing with “three (3) business days’ written notice”.
- SC-16.02 Amend Paragraph 16.02.B by adding the following subparagraphs:
 - 4. Complete the Work as Owner may deem expedient.
 - 5. Such termination shall be effective as of the date stated in the termination notice provided to Contractor.
- SC-16.02 Amend Paragraph 16.02.D by striking out “7 days” and replacing with “three (3) business days”.

16.03 *Owner May Terminate for Convenience*

- SC-16.03 Delete Paragraph 16.03.A and 16.03.A.1-3 in their entirety and replace with the following:
 - A. Upon three (3) business days’ written notice to Contract and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date or termination; and
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.

- SC-16.03 Add the following new subparagraph to Paragraph 16.03:

C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner’s termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be the Contractor’s sole remedy in the event of termination for convenience by Owner.

16.04 *Contractor May Stop Work or Terminate*

- SC-16.04 Amend paragraph 16.04.B by striking out the following: “, including interest thereon”.

ARTICLE 17-----FINAL RESOLUTIONS OF DISPUTES

17.01 Methods and Procedures

SC-17.01 Delete Paragraphs 17.01.A-B and replace with the following:

A. Settlement, Methods and Procedures

1. In addition to Owner’s entitlement to attorney’s fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recover of attorneys’ fees, costs and expenses. If at any stage of the litigation, including any appeals, Contractor’s claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner’s offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorney’s fees, costs and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor’s claim.
2. Any dispute, claim or other matter not settled by negotiations or other means as mutually agreed upon by Owner, Contractor, and surety where applicable, shall be determined by the Court of Common Pleas for Fairfield County, Ohio, which shall have exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court, including any U.S. District Court.

ARTICLE 18----MISCELLANEOUS

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI’s and responses to RFI’s, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, “or equal” requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner’s and Engineer’s responses to Contractor’s Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Bluebeam Revu X 64 Standard or later			
DWG	Autodesk® AutoCAD .dwg format Version 2020.6.3			
DOC	Microsoft® Word .docx format Version Office Suite 365			
EXC	Microsoft® Excel .xls or .xml format Version Office Suite 365			

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS



Month	Number of Foreseeable Bad Weather Days in Month
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4
September	5
October	6
November	6
December	6

Exhibit B—Foreseeable Bad Weather Days.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

EXHIBIT C—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

NOT USED

CHANGE ORDER NO.:

Owner: Fairfield County Utilities
 Engineer: 2LMN, Inc.
 Contractor: _____ Contractor's Project No.: _____
 Project: Greenfield Water Main Extension
 Contract Name: _____
 Date Issued: _____ Effective Date of Change Order: _____
 The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)		Accepted by Contractor	
By: _____	_____	_____	_____
Title: _____	_____	_____	_____
Date: _____	_____	_____	_____
Authorized by Owner		Approved by Funding Agency (if applicable)	
By: _____	_____	_____	_____
Title: _____	_____	_____	_____
Date: _____	_____	_____	_____

FIELD ORDER NO.:

Owner: Fairfield County Utilities
Engineer: 2LMN, Inc.
Contractor: Contractor's Project No.:
Project: Greenfield Water Main Extension
Contract Name:
Date Issued: Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____
Title: _____
Date: _____

SECTION 007343 – WAGE DETERMINATION

PART 1 GENERAL

1.1 REFERENCE

- A. Prevailing wage rates, as determined by the Ohio Bureau of Employment Services (OBES) for Fairfield County, the county in which the project is located, shall be used in accordance with the provisions in Chapter 4115 of the Ohio Revised Code.

1.2 USE

- A. Keep posted, at all times, the current wage rate pages, including the first page which shows the date of expiration.
- B. Maintain, throughout the construction period, a legible, up-to-date copy. Post in a conspicuous place accessible to workers and protected from the weather.

1.3 REFERENCE

- A. Prevailing wage rates, as determined by the State of Ohio for the applicable work.

1.4 USE

- A. Keep posted, at all times, the current wage rate front page of each Section showing the dates of publication.
- B. Maintain, throughout the construction period, a legible, up-to-date copy. Post in a conspicuous place accessible to workers and protected from the weather.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 007343

SECTION 011000 – SUMMARY

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Contract description.
 - 2. Work by Owner or other Work at the Site.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes relocating approximately 700 feet of 12” watermain, relocating a new Pressure Reducing Vault, fire hydrant and associated appurtenances.
- B. Use Drawings as necessary to define extent of Contract; include affected temporary facilities, site work, and utilities.

1.3 WORK BY OWNER OR OTHERS

- A. Coordinate Work with utilities of Owner and public or private agencies.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 011000

(THIS PAGE INTENTIONALLY LEFT BLANK)

SECTION 012000 – PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Application for Payment.
- B. Change procedures.
- C. Defect assessment.

1.2 APPLICATION FOR PAYMENT

- A. Submit one copy of Application for Payment on EJCDC Document C-260 – Contractor’s Application for Payment and submit updated construction schedule with each Application for Payment.
- B. Payment Period: Submit at monthly intervals
- C. Submit submittals with transmittal letter as specified in Section 013300 – Submittal Procedures
- D. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs specified in Section 013300 – Submittal Procedures
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Affidavits attesting to off-Site stored products.
 - 4. Construction Progress Schedule, revised and current as specified in Section 013300 – Submittal Procedures

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.

- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- E. Engineer may issue Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.

1.4 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum price reduction.
- D. Authority of Engineer to assess defects and identify payment adjustments is final.
- E. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 012000

SECTION 013000 – ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Closeout meeting.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements
- B. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction.
- C. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- D. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award
- B. Attendance Required: Engineer, Owner, Resident Project Representative, appropriate governmental agency representatives, Construction Manager, major Subcontractors, and Contractor.
- C. Minimum Agenda:
 - 1. Execution of Owner–Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.

3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
5. Designation of personnel representing parties in Contract, and Engineer.
6. Communication procedures.
7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
8. Scheduling.
9. Critical Work sequencing.

- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors, Contractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittal schedule and status of submittals.
 6. Review of off-Site fabrication and delivery schedules.
 7. Maintenance of Progress Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on Progress Schedule and coordination.
 13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, to Engineer, Owner, and those affected by decisions made.

1.5 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor Construction Manager, Notify Engineer seven days in advance of meeting date.
- C. Minimum Agenda:
 - 1. Start-up of facilities and systems.
 - 2. Operations and maintenance manuals.
 - 3. Testing, adjusting, and balancing.
 - 4. System demonstration and observation.
 - 5. Operation and maintenance instructions for Owner's personnel.
 - 6. Contractor's inspection of Work.
 - 7. Contractor's preparation of an initial "punch list."
 - 8. Procedure to request Engineer inspection to determine date of Substantial Completion.
 - 9. Completion time for correcting deficiencies.
 - 10. Final cleaning.
 - 11. Preparation for final inspection.
 - 12. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
 - 13. Final Application for Payment.
 - 14. Contractor's demobilization of Site.
 - 15. Maintenance.
- D. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

END OF SECTION 013000

(THIS PAGE INTENTIONALLY LEFT BLANK)

SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Bar chart schedules.
- D. Review and evaluation.
- E. Updating schedules.
- F. Distribution.

1.2 SUBMITTALS

- A. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- B. Narrative Progress Report:
 - 1. Submit with each monthly submission of Progress Schedule.
 - 2. Summary of Work completed during the past period between reports.
 - 3. Work planned during the next period.
 - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
 - 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
 - 6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: 2 years' minimum experience in using and monitoring schedules on comparable Projects.

1.4 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 - 2. Listings identified by Specification Section number.
 - 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and sub activity.
 - c. Critical activities and Project float.
 - d. Sub schedules to further define critical portions of Work.

1.5 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.6 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Annotate schedules to depict current status of Work.

- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect

1.7 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 013216

(THIS PAGE INTENTIONALLY LEFT BLANK)

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Electronic CAD files of Project Drawings.
- G. Samples.
- H. Test reports.
- I. Certificates.
- J. Contractor review.
- K. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

1.3 SUBMITTAL PROCEDURES

- A. Identify: Project, Date, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- C. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

- D. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- E. Allow space on submittals for Contractor and Engineer review stamps.
- F. When revised for resubmission, identify changes made since previous submission.
- G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- H. Submittals not requested will not be recognized nor processed.
- I. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 013216 – Construction Progress Schedule

1.5 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Owner–Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
 - 5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
 - 6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.
- C. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.

1.8 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents
- I. Informational Submittal: Design data are typically submitted for Engineer's knowledge as Contract administrator or for Owner.
- J. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- K. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.
- D. Identify each print on front. Identify name of Project orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
- E. Digital Images: Deliver complete set of digital image electronic files to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1024 by 768
 - 2. Date and Time: Include date and time in filename for each image.

1.11 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.12 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined

by Engineer after consultation with Owner and Contractor Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.

- B. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- C. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, or Work Change Directive.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 013300

SECTION 014000 – QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Testing and inspection services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
 - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time.
 - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.

- C. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as noncompliant.

- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm **24** hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.

- E. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.

- F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Lump Sum Price.

- G. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend preconstruction meetings and progress meetings.

- H. Agency Reports: After each test, promptly submit **two** copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specification Section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.

I. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 014000

(THIS PAGE INTENTIONALLY LEFT BLANK)

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction waste management plan.
 - 2. Construction waste recycling.

1.2 PLAN REQUIREMENTS

- A. Develop and implement construction waste management plan as approved by Engineer.
- B. Intent:
 - 1. Divert construction, demolition, and land-clearing debris from landfill disposal.
 - 2. Redirect recyclable material back to manufacturing process.
 - 3. Generate cost savings or increase minimal additional cost to Project for waste disposal.

1.3 SUBMITTALS

- A. Section 013300 – Submittal Procedures contains requirements for submittals.
- B. Construction Waste Management Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
 - 1. Transportation company hauling construction waste to waste processing facilities.
 - 2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
 - 3. Construction waste materials anticipated for recycling and adaptive reuse.
 - 4. On-Site sorting and Site storage methods.
- C. Submit documentation prior to Substantial Completion substantiating construction waste management plan was maintained and goals were achieved.
 - 1. Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
 - 2. Salvaged Material: Quantity by weight with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees, transportation costs, container rentals, taxes for total cost of disposal, and reimbursements due to salvage resale.

3. Total Cost: Indicate total cost or savings for implementation of construction waste management plan.

1.4 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Implement construction waste management plan at start of construction.
- B. Review construction waste management plan at preconstruction meeting and progress meetings specified in Section 013000 – Administrative Requirements.
- C. Distribute approved construction waste management plan to Subcontractors and others affected by plan requirements.
- D. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- E. Purchase products to prevent waste by:
 1. Ensuring correct quantity of each material is delivered to Site.
 2. Choosing products with minimal or no packaging.
 3. Requiring suppliers to use returnable pallets or containers.
 4. Requiring suppliers to take or buy back rejected or unused items.

1.5 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or comingling method suitable to sorting and processing method of selected recycling center. Dispose nonrecyclable trash separately into landfill.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Comingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- D. Materials suggested for recycling include:
 1. Packing materials including paper, cardboard, foam plastic, and sheeting.
 2. Recyclable plastics.
 3. Organic plant debris.
 4. Earth materials.
 5. Native stone and granular fill.
 6. Asphalt and concrete paving.
 7. Wood with and without embedded nails and staples.
 8. Glass, clear and colored types.
 9. Metals.
 10. Equipment oil.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose of construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION 017419

(THIS PAGE INTENTIONALLY LEFT BLANK)

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.

- B. Related Requirements:
 - 1. C-700 Standard General Conditions of the Construction Contract.
 - 2. C-800 Supplementary Conditions of the Construction Contract.
 - 3. Section 013000 Administrative Requirements.
 - 4. Section 013300 Submittal Requirements.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.

- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
 - 1. Submit a final Application for Payment in accordance with Section 012900 Price and Payment Procedures.
 - 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order,
 - 2. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Engineer will return annotated file.
 - b. Three paper copies. Engineer will return two copies.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Owner.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
 - e. Vacuum and mop concrete.
 - f. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - g. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

- B. Construction Waste Disposal: Remove all construction waste from the site specified in Section 017419 Construction Waste Management and Disposal. Construction materials classified as construction and demolition debris shall be disposed of in a certified landfill.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.

- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 0177

SECTION 33 05 07
HORIZONTAL DIRECTIONAL DRILLING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Furnish all labor, equipment, and materials necessary to install a pressure pipe for recycled water application as shown on the Drawings utilizing horizontal directional drilling (HDD) as the trenchless installation method of construction.
 2. The pipe shall be installed in a single reach of pipeline within the limits as shown on the Drawings.
- B. Related Specification Sections include but are not necessarily limited to:
1. Division 00 - Procurement and Contracting Requirements.
 2. Division 01 - General Requirements.
 3. Refer to section 33 10 00 for pipe specifications.
 4. ODOT CMS 801.
 5. ODOT CMS 802.
 6. ODOT CMS 805.
 7. ODOT CMS 809.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
1. ASTM International (ASTM):
 - a. F1962-11, Standard Guide for Use of Maxi-Horizontal Directional Drilling for Placement of Polyethylene Pipe or Conduit Under Obstacles, Including River Crossing
 2. Occupational Safety and Health Administration (OSHA):
 - a. OSHA-3075, Controlling Electrical Hazards.
 3. Plastic Pipe Institute (PPI):
 - a. TR-46, 2009, Guidelines for Use of Mini-Horizontal Directional Drilling for Placement of High-Density Polyethylene Pipe.

1.3 DEFINITIONS

- A. General:
1. Back Reamer: A cutting head attached to the leading end of a drill string to enlarge the pilot bore diameter by removing the surrounding rock or soil by excavation during the pull-back operation and enable the carrier pipe to be installed.
 2. Ballast: Water that is used to fill the pipe during installation to reduce the net buoyant force uplifting the pipe.
 3. Bent Sub: An offset section of drill stem located close behind the drill head that allows steering corrections to be made by positioning the cutting head. Frequently used in directional drilling in rock.
 4. Bits: Replaceable cutting tools on the cutting head or drill string.
 5. Bore or Borehole: The small diameter tunnel created by the initial pilot drilling operation, and subsequent reaming or expanding operations.
 6. Carrier Pipe: The pipe that carries the transported product for operational use.
 7. Coating: A thin, non-structural coating material applied to the outside surface of a pipe wall to provide protection against corrosion and minor damage during handling and installation.
 8. Cover or Overburden: The vertical depth from finish grade (top of pavement, top of railroad ties, natural ground surface, river bed, etc.) to the top of the casing or bore hole.
 9. Crossing: A pipe reach installed using a trenchless method of construction in which the primary purpose is to provide a passage beneath a surface obstruction.

10. Cutterhead/Cutting Head: A tool or system of tools on a common support apparatus that excavates at the face of a bore. Usually applies to mechanical methods of excavation.
11. Drill Bit: A tool that cuts the subsurface strata at the head of a drill string, usually by mechanical means.
12. Drill String or Drill Stem:
 - a. An assembly of drill rods or drill pipes, a cutterhead, and sonde housing used to drill a pilot bore.
 - b. An assembly of drill rods or drill pipes, and a back reamer or expander used to enlarge a borehole.
 - c. System of rods used with cutting bit or compaction bit attached to the drive chuck.
13. Drilling Fluid/Mud: Typically a mixture of water, bentonite, and/or polymer continuously pumped to the cutting head to facilitate the removal of cuttings through suspension of excavated material in the mixture, and stabilization of the borehole. In directional drilling, the fluid also cools the head and lubricates the installation of the product pipe.
14. Down-hole: Inside the borehole.
15. Entry/Exit Angle: The angle relative to the horizontal plane at which the drill string enters and exits the ground in forming the pilot bore.
16. Entry Pit: The work area where a trenchless technology excavation tool enters the ground. The work area where a pilot bore operation commences. The entry pit may be at grade or below grade within an excavated work pit. See launch pit.
17. Exit Pit: The work area where a trenchless technology excavation tool exits the ground. The work area where a pilot bore operation terminates. The exit pit may be at grade or below grade within an excavated work pit.
18. Expander: A tool that enlarges a bore during a pull-back operation by displacing the surrounding soil by compaction soil rather than removing the surrounding soil by excavation, sometimes used during a thrusting process as well as during pull-back.
19. Frac-out: A leakage of the pressurized drilling fluid from the borehole to the ground surface or body of water through a fissure in the surrounding soil or rock strata.
20. Fluid Assisted Boring/Drilling: A type of guided boring technique using a combination of mechanical drilling and pressurized fluid jets to provide the soil cutting action.
21. Grade: The elevations shown on plans and/or survey stakes for the installation of the carrier pipe. It is occasionally used to give elevations for casing. In most cases, it is given to the flow line but can also be given to the top of the pipe or casing.
22. Ground Mat: Metal mats rolled out on either side of drill rack for operators and crew to stand on during operation to provide grounding protection in case of electrical strike.
23. Ground Mat Cables: Cables connecting the drill rack to the ground mats.
24. Ground Rod: A copper/brass rod which is hand driven into the ground and is connected to the drill rack and mats to provide adequate grounding of unit and personnel.
25. Ground Rod Cable: Cable connecting the mats and drill rig to the ground rod.
26. Grout: A material such as cement slurry, sand or pea gravel that is pumped into voids.
27. Grouting: Filling of the annular space between the casing and carrier pipe; filling of voids and fissures in the surrounding soil or rock strata.
28. Guided Boring: A pilot boring system with steering capabilities for the installation of pipes, conduits and cables using a drilling rig. A pilot bore is drilled using a rotating drill string and is then enlarged by a back reamer to the size required for the product pipe. The necessary deviation during pilot boring is provided by a slanted face to the drill head, an asymmetric drill head, eccentric fluid jets, or a combination of these, usually in conjunction with a locator.
29. Horizontal Directional Drilling: A trenchless method of construction that consists of drilling a small diameter pilot hole along a predetermined path and then developing the pilot hole into a stable and suitable sized borehole and then pulling the new utility into place.

The HDD process has steering and tracking capabilities during the pilot drill operation. The vertical profile of the borehole is typically in the shape of a sag arc entrapping drilling fluid to provide continuous support to the borehole.

30. FPVC: Fusible Poly Vinyl Chloride.

31. Launch Pit: The work area used for "launching" a trenchless technology excavation tool; the horizontal directional drill process begins at this location. The launch pit may be at grade or below grade within an excavated work pit. See entry pit.
32. Line:
 - a. The specified direction of the proposed bore in a horizontal plane.
 - b. The distance between two points as laid out by a survey crew for the installation of pipelines and their bores and tunnels.
33. Lining: A thin, non-structural coating material applied to the inside surface of a pipe wall to provide protection against corrosion.
34. Locator: An electronic instrument used to determine the position and strength of electromagnetic signals emitted from a transmitter sonde in the pilot head of a boring system, in an impact muling tool or from existing utilities which have been energized. Sometimes referred to as a walkover system.
35. Marsh Funnel: An instrument used to determine viscosity. For trenchless applications, used to determine slurry viscosity. The Marsh funnel test is performed by pouring a slurry sample through a screen at the top of the funnel to trap large particulates. After the funnel is filled, the bottom of the funnel is opened and the slurry is allowed to flow. The flow rate is calculated as the time period counted in seconds for a quart of slurry to drain out of the funnel.
36. Measurement While Drilling (MWD): Borehole survey instrumentation that provides continuous information simultaneously with drilling operations, usually transmitting to a display at or near the drilling rig.
37. Mixed Face: A soil condition that presents two or more different types of subsurface geologic composition in the cross-section of the bore.
38. Muck:
 - a. As a noun: The same as spoil.
 - b. As a verb: To clean out mud as in "muck out the hole."
39. Mud: Same as drilling fluid and slurry.
40. Open Cut: Trench excavation to the required underground line and grade for the installation, maintenance or inspection of a pipe, conduit or cable. The excavation is then backfilled and compacted, and the surface restored.
41. Ovality: The difference between the maximum diameter divided by the mean diameter at any one cross section of a pipe, generally expressed as a percentage.
42. Pilot Bore: The operation of drilling the initial small-diameter pass of a boring process with steering capabilities to achieve the desired line and grade of the drill path that is subsequently enlarged using back reaming or similar enlargement method. Most commonly applied to horizontal directional drilling and guided boring.
43. Pipe String: The assembled sections of carrier pipe whose total length is equal to or greater than the length of the borehole.
44. Product Pipe: Same as carrier pipe.
45. Pull-back: That part of the guided boring and reaming operations of the horizontal directional drilling process in which the drill string is pulled back through the bore to the launch pit, in some cases simultaneously installing the carrier pipe to its final position.
46. Pull Back Force: The tensile load applied to a drill string during the pull-back operation. Guided boring and directional drilling rigs are generally rated by their maximum pull-back force.
47. Restoration: Overall site improvements that are done at the conclusion of the project to return the work areas to their original (or better) condition, including backfilling, compacting and re-surfacing any excavations at the entry and exit pits.
48. Roller Cone Bit or Reamer: A bit or reamer in which the teeth rotate on separate, internal shafts that are usually aligned perpendicular to line to develop a bore diameter larger than the pilot bore diameter; used for boring rock.
49. Sonde Housing: Integral unit in the directional drill head that also houses the sonde radio sending unit.
50. Slurry: Same as drilling fluid and mud.

51. Spoil (Muck): Soil, rock and other materials displaced by a tunnel or casing, and removed as the tunnel or casing is installed.
52. Stakedown Plate: A plate staked to the ground to stabilize the forward end of the drill rack.
53. Subsaver: A replaceable sub on the carriage motor to which the drill pipe is connected.
54. Survey Tools: Downhole equipment and instruments used to determine the position of a bore in directional drilling or site investigation.
55. Swivel Pulling: Used to attach service to drill pipe and pulled into the bore.
56. Trenchless Technology: Refers to a family of methods, materials, and equipment that can be used for installation of new, or replacement or rehabilitation of existing underground utilities with minimal or no disruption to the ground surface along the utility alignment, thereby causing no disruption to traffic, commerce, and other activities, as opposed to excavating open cut pipe trenches and the associated major disruptions to surface activities.
57. Walkover System: Same as locator.
58. Washover Pipe: A rotating drill pipe of larger diameter than the pilot drill pipe and placed around it with its leading edge less advanced. Its purpose is to provide stiffness to the drilling pipe in order to maintain steering control over long bores, to reduce friction between the drill string and the soil and to facilitate mud circulation. See directional drilling.
59. Water Table: The elevation of subsurface ground water.

1.4 SUBMITTALS

- A. Shop Drawings:
 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
 2. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
- B. Quality Assurance: Submit samples of the daily logs and records that will be maintained.
 1. The actual daily logs and records shall be provided to the Engineer within two (2) working days of the date to which the records pertain.
 2. Refer to Quality Assurance portion of this Section.
- C. Shop Drawings:
 1. All Shop Drawings shall be reviewed and accepted by the Engineer prior to Contractor's mobilization.
 2. The Shop Drawings shall be neat and legible.
 3. The Drawings shall include:
 - a. Planned equipment.
 - b. Equipment setup areas.
 - c. Pipe string layout areas.
 - d. Extent of proposed excavations.
 - e. Line and grade of proposed bore.
 - f. Approximate length of the bore.
 - g. Approximate length of pipe string.
 - h. Location of mud containers and other secondary containment devices such as sand bas.
 - i. All pothole data to locate all utilities, underground structure/facilities along the planned bore path.
 - j. Traffic control plans.
 - k. List of lubricants and horizontal directional drilling additives.
 - l. Location of spoil sites.
 - m. Anticipated or proposed deviations in line and grade from the design plan and profile of pipeline.
 - n. Anticipated production rate.
- D. Drilling Plan: Submit a detailed narrative description of the sequence of tasks that will be performed to install the specified pipe string using horizontal directional drilling. The plan shall include, but not be limited to:

1. A description of the proposed drilling procedures consisting of the pilot bore and reaming operations.
 2. Drilling equipment including drill rig pushing and pulling capacities, and torque and mud pumping capacities.
 3. Indicate the diameters of multiple-pass pilot, intermediate and final bores, or single-pass staged bore, as applicable.
- E. Frac-out Plan: Submit a detailed narrative of a frac-out prevention and cleanup plan. The plan shall include, but not be limited to:
1. Name(s) and phone numbers of biological monitor(s) and crew supervisor(s).
 2. Site-specific resources of concern.
 3. Monitoring protocols, including biological monitoring and frac-out monitoring.
 4. Containment and cleanup plan, including staging location of vacuum trucks and equipment, equipment list, necessary hose lengths, special measures needed for steep topography, at each location.
- F. Sound Attenuation System: Submit product data, shop drawings, and a site plan of the launch pit showing location and extent of various components of the sound attenuation system. The site plan shall be enhanced with sections and details as necessary to properly illustrate the system relative to the work area.
- G. Schedule: Submit a detailed schedule with all major construction activities and durations, with beginning and completion dates shown. The schedule shall include, but not be limited to:
1. Rig mobilization and setup.
 2. Pilot bore hole drilling.
 3. Back reaming.
 4. Pullback of pipe.
 5. Cleanup and restoration.
 6. The schedule shall be subject to reasonable updating as requested by the Engineer to accommodate unforeseen work conditions affecting the progress of the project.
- H. Description of Equipment: Submit manufacturer's cut sheets or detailed descriptions of planned equipment to be used for the pipeline installation, including drill rig capacity. All texts, drawings, figures and photographs shall be clear and legible.
- I. Product Data: Submit manufacturer's published:
1. Product data including specifications describing planned materials to be used for the pipeline installation.
 2. Warranty information for materials, as applicable.
 3. Materials Safety Data Sheets (MSDS) for materials, as applicable.
 4. All texts, drawings, figures and photographs shall be clear and legible.
- J. Drilling Fluid Pressures: Submit calculations detailing the maximum and minimum drilling fluid pressures expected during the directional drilling process. These calculations shall address minimum pressures required for borehole stabilization as well as maximum pressures to prevent inadvertent drilling fluid returns.
- K. Surveying Equipment and Procedures: Submit records of equipment calibrations and certifications for all equipment used for downhole surveys and tracking of the drill head and bore path. Procedures to be used will be described in the submittal, including quality assurance measures.
- L. Calculations for Thrust, Torque, and Pullback: Submit calculations for thrust, torque, and pullback loads, for the conditions and operating practices anticipated.
- M. Pipe Material Properties:
1. Maximum Pulling Force: Submit calculations determining the maximum pulling force that may be anticipated during the pullback operation to overcome theoretical frictional forces.
 - a. The calculations shall be stamped by a professional engineer licensed in the State of [] accompanied by written approval from the pipe manufacturer verifying that

the maximum calculated pulling force will not exceed the manufacturer's recommended yield tensile strength and factor of safety for the proposed pipe material and fused joint.

2. Radius of Curvature: Submit the radius of curvature planned for the installation of the pipeline along with calculations showing that installation stresses do not exceed allowable stress. Use a minimum factor of safety of 2.0 to determine the allowable stress.
- N. Plans for Disposal of Spoils and Drilling Fluids: Submit plans for disposal of waste materials resulting from the horizontal directional drilling process including drilling fluids, rock cuttings, waste oil, fuel, discharge water, and other wastes.
1. Identify the disposal site, and procure and submit a letter from the licensed disposal site indicating willingness and legal authority to accept the described waste products.
- O. Safety Plan: Submit a Safety Plan including the name and mobile phone number of the Contractor's Site Safety Representative, emergency telephone numbers for local medical facilities, and precautions for handling and disposal of any hazardous and flammable materials.
- P. Contingency Plans for Potential Problems: Submit contingency plans for remediation of potential problems that may be encountered during the drilling operations. The contingency plans shall address the observations that would lead to the discovery of the problem, the methods that would be used to mitigate the problem, and estimated time to mitigate the problem and resume the installation. Potential problems that shall be addressed include:
1. Obstructions encountered.
 2. Drilling fluid pressures that exceed maximum allowable pressures.
 3. Inadvertent drilling fluid returns (hydro-fracture).
 4. Loss of circulation.
 5. Deviation from planned bore path.
 6. Inability to advance drill stem or pipe.
 7. Drill stem or pipe stresses that exceed allowable values for torsion, bending, axial tension, or compression.
 8. Drill stem or pipe twisted off or broken off in borehole.
 9. Pipe collapse.
- Q. The following shall be submitted as construction progresses and at the completion of construction.
1. Daily Logs and Records: Submit complete, legible, written daily logs and records as called for in Paragraph 1.06.A and as directed by the Engineer, within two (2) working days of the date to which the records correspond.
 2. Deviations in Plan and Profile: Document all deviations of actual line and grade from design plan and profile of the bore path and submit to the Engineer immediately upon discovery.
- R. As-Built Drawings: Submit as-built drawings showing plan and profile views of the completed installed pipeline, correctly referenced to project stationing and elevations, and major site features after the completion of the project.
- S. Drilling Fluid Weights: Submit calculations of expected weights of drilling fluid for stabilization of the bore hole.

1.5 QUALITY ASSURANCE

- A. Daily Logs and Records:
1. Maintain daily logs and records to document the following: Drilling lengths, location of drill head, drilling fluid pressures and flow rates, drilling fluid losses, inadvertent returns, drilling times required for each pipe joint, any instances of retraction and re-drilling segments of the pilot bore, and any other relevant observations.
 2. The position of the drill head shall be continuously tracked and recorded. A plot of actual drill path relative to design line and grade shall be maintained and updated daily, or more frequently as directed by the Engineer. Any pipe sections not meeting specified tolerances will be replaced or repaired to the Engineer's satisfaction at no additional cost to the Owner.

3. Advance Notice and Inspections: Provide at least 72 HRS advance written notice (not including holidays or weekends) to the Engineer of planned major drilling operations including pilot bore launch, reaming, and pipe pullback. Immediately notify the Engineer in writing when any significant problems are encountered or if ground conditions are construed as being materially and significantly different than the conditions presented in the geotechnical investigation report.
 4. Perform all work in the presence of the Engineer, unless Engineer grants prior written approval to perform such work in Engineer's absence.
 5. Surveying Equipment and Procedures: Inspect and calibrate prior to use all surveying equipment to be used for down-hole surveying and tracking of the bore and drill head.
 6. Drilling Equipment: Provide written certification by the manufacturer that the drilling equipment is capable of completing the planned installation.
- B. Regulatory Requirements:
1. Be solely responsible that the work is performed in compliance with all applicable federal, state, and local permits and safety requirements.
 2. Utilize all required safety equipment and procedures at all times.
 3. Drilling equipment shall be connected to a ground with a copper conductor capable of handling maximum anticipated fault current as determined by the Contractor.
 - a. The system shall be capable of sensing contact with an energized electrical cable.
 - b. The system shall incorporate an audible alarm warning system that warns workers of electrical hazards during drilling operations.
 - c. Check the system shall be checked to verify proper operation prior to initiation of drilling operations.
 4. Crew members operating drilling equipment handling drill stems near the drilling equipment shall wear hot boots and hot gloves, safety glasses and hard hats, and will stand on grounded wire mesh mats. The locator operator shall wear hot boots.

PART 2 - PRODUCTS

2.1 DRILLING FLUIDS

- A. Drilling fluids shall be a mixture of water and bentonite, with mixture proportions selected by the Contractor to ensure borehole stability, reduce drag on the pipe, and completely fill the annular space between the bore and the pipe to control settlement. Management and disposal of drilling fluids shall be the Contractor's responsibility.
1. Applicable MSDS shall be maintained in the Contractor's field office for the duration of the work.

2.2 DRILL RODS/DRILL STEM

- A. Provide high quality drill rods that have been inspected and determined to be adequate for the project requirements. Do not use bent, cracked, or fatigued drill stem. Threads shall be in good condition. Measure and record the lengths of drill rods.
- a. Directional drilling equipment.
- B. Drill Unit: The drill unit shall be a remote-steerable boring system that is designed specifically for use in the installation of pipelines and is capable of accurately drilling (true to line and grade) through the types and hardness of soil that the Contractor expected. Where necessary, the drilling system shall utilize a high-pressure, low-volume, liquid-assisted, mechanical rock drilling technology that is capable of installing pipelines of the diameter and length required in ground conditions that the Contractor anticipated.
- C. Crew Gear: Provide all crew members with grounded safety mats, heavy gauge ground cables with connectors, and hot boots and gloves.

2.3 SOUND ATTENUATION SYSTEM

- A. General: Design and provide a temporary sound attenuation system to mitigate noise and vibration levels by using sound attenuating methods at the launch pit as indicated. The purpose of the sound attenuating system is to prevent most occurring noise and vibration construction activities at the launch pit from reaching the residents' houses.
 - 1. Noise generating equipment to be mitigated shall include, but may not be limited to the drill rig, power unit, solids control system, and mud pump.
 - 2. The sound attenuating system may consist of:
 - a. Hay bales stacked around the perimeter of the launch pit.
 - b. Sound absorption panels erected around all noise generating pieces of equipment.
 - c. Extension hoses attached to the exhausts of the diesel engines to place the ends of the exhaust systems at a location where the noise level can be mitigated.
 - d. A combination of the three methods and means above to achieve the required level of sound attenuation, subject to the approval of the Engineer.
- B. Sound Absorption Panels: Metal faced acoustical panels for sound attenuation walls.
 - 1. System Description: Sound Absorption: Minimum, expressed in sabins, at following octave band center frequencies for 30 by 120 IN panels with 2 IN thick wrapped acoustical insulation, when tested in accordance with ASTM C423:
 - a. 125 Hertz: 4.5.
 - b. 250 Hertz: 14.1.
 - c. 500 Hertz: 26.7.
 - d. 1000 Hertz: 28.6.
 - e. 2000 Hertz: 26.3.
 - f. 4000 Hertz: 29.2.
 - 2. Metal Faced Acoustical Panels:
 - a. One of the following manufacturers or equal:
 - 1) Eckel Industries, Inc.
 - 2) Industrial Noise Control, Inc.
 - 3) United McGill.
 - 3. Service: Outdoors, exposed to all weather conditions.
- C. Exhaust Extension Hoses: Exhaust hoses manufactured specifically for the purpose of being used as an extension hose for an exhaust system.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspection of Conditions: Inspect the site prior to initiating work to be satisfied of the general conditions and requirements of the work to be performed. Do not proceed until all unsatisfactory conditions have been corrected.
- B. Preparation:
 - 1. Protect existing structures and utilities using adequate ways and means for the duration of the project.
 - 2. Provide adequate control of surface water drainage and runoff, and provide adequate erosion control measures.
 - 3. Do not initiate directional drilling before all submittals are received, reviewed, and accepted by the Engineer.
 - 4. Do not initiate directional drilling until all frac-out mitigation measures and sound attenuation facilities are in place.

3.2 NOISE MITIGATION

- A. General: Construct the approved temporary sound attenuation system at the launch pit before commencing noise generating activities.

1. Protect and maintain the sound attenuating system in place for the duration of noise generating activities.
 2. Monitor and make necessary adjustments and additions to the sound attenuating system to mitigate noise at the launch pit.
- B. Hay Bales: Stack hay bales around the perimeter of the launch pit as indicated on the approved submittal.
- C. Sound Absorption Panels: Install acoustical panels in accordance with manufacturer's instructions.
1. Install panels plumb or level.
- D. Exhaust Extension Hoses: Connect exhaust extension hoses to ends of exhaust pipes and route the hoses to the back side of the storm debris fence on the north side of the work area. Terminate the hose extensions at ground level with hay bales stacked around the outlets to further absorb exhaust sounds.

3.3 CONSTRUCTION AREA

- A. Work Area: Maintain the work area in a manner that will minimize adverse impacts on facility operation. Proceed with work in a safe, orderly manner, while maintaining the work site free of debris and unnecessary equipment and materials.
- B. Spills: Take all measures necessary to minimize and control drilling fluid spillage and returns at entry and exit points, and at intermediate points, by controlling operating pressures, drilling speed, and other operational factors. Promptly clean up all inadvertent returns or spills. Mobile spoil removal equipment will be on site during all drilling, prereaming, reaming, and pullback operations and shall be capable of quickly removing spoils. Notify the Engineer immediately of any inadvertent returns and spills and immediately clean up the return and spill.
- C. Protection: The Contractor's procedures and equipment shall provide protection of workers, particularly against electrical shocks.
- D. Storage: Store combustible materials (fuel, oil, lubricants, etc.) in a well-ventilated storage facility removed from the immediate vicinity of the drilling area by at least 20 FT.
- E. Water Supply: Water supply for the project will be metered by the Owner.
1. Coordinate with Owner for water used for HDD construction. Only recycled water is allowed to use.
 2. Be responsible for cost of any construction water.
- F. Temporary Lighting: Procure and maintain all temporary lighting needed for Contractor's operations, safety, testing, and inspection.
- G. Mobile Telephone Service: Provide mobile telephone service for all key personnel engaged in construction activities at the project site, throughout the construction period. Post emergency numbers and numbers of key site personnel for the Contractor, Engineer, and Owner shall be posted at each phone location.
- H. Removal of Temporary Facilities: Remove all temporary facilities at the completion of construction. Remove and dispose unneeded soil, aggregate, and other materials at approved sites. Restore to original condition any damage to streets, sidewalks, lawns, and common areas.

3.4 MOBILIZATION

- A. Mobilize all equipment, materials, and personnel necessary to construct a new pipeline as indicated using the Horizontal Directional Drilling process.
- B. Entry Pit and Exit Pit Work Areas:
1. The horizontal directional drilling pilot bore shall be launched from an at-grade entry pit.
 2. The horizontal directional drilling pilot bore shall terminate at an at-grade exit pit.

3. Employ appropriate precautions and measures to prevent erosion, surface drainage, and spillage of drilling fluids and other materials that could adversely impact the environmental quality of the site.
4. Use hay bales to line the work area to minimize erosion and runoff and protect the site. Mobile spoils removal equipment capable of quickly removing any spoils from entry and exit pits or other areas shall be present during all drilling, reaming, and pullback operations.
5. Provide and use appropriate safety equipment and procedures as deemed appropriate, based on accepted standard industry practices and these specifications.

3.5 DIRECTIONAL DRILLING

- A. Provide all equipment, materials, and personnel necessary for completing the pipeline installation as indicated. The equipment and materials shall include:
 1. Directional drilling rig with all necessary ancillary equipment, including drill stem, cutting bits, reaming bits, swivels, expanders, motors, pumps, hoses, mixing equipment, drilling fluid processing equipment (cuttings separation equipment), downhole survey equipment, fluid pressure and flowrate monitoring equipment, spare parts, pipe handling equipment, crane, backhoe, roller, side boom tractors, control cabin and control equipment, and office equipment.
 2. Drilling fluids, water, fuel, lubricant, polymers, or other additives.
 3. Any other expendable or reusable materials, supplies, and equipment needed for the installation.
- B. Borehole Profile: Provide a vertical profile for the borehole similar to the design profile indicated.
 1. Be responsible for designing and achieving a vertical profile for the borehole based on the directional drilling rig suitable for the project.
- C. Pilot Hole: The pilot hole shall follow the Contractor's design of the vertical profile for the borehole.
 1. Radius of curvature: The radius of curvature shall not be less than the calculated minimum value to maintain pipe stresses within allowable limits, including the appropriate safety factor. The radius of curvature shall be calculated over the distance of three (3) drill stem sections.
 2. Entry and Exit Tolerances: Locations of entry and exit points indicated are approximate. Beginning and ending stationing, and pipeline bearing and distance indicated are approximate.
 3. Drill Rig Capacity: The drill rig shall have the capacity to install the specified pipeline. The system should have thrust, pullback, and torque capacities at least double, that is 100 percent greater than the required values of thrust, pullback, and torque calculated and submitted as necessary for the installation.
 4. Instrumentation and Monitoring: Provide and maintain an instrumentation and monitoring system that is capable of accurately locating the position of the drill head in the x, y, and z axes, that is capable of monitoring and recording drilling fluid pressures and flowrates, and drill stem thrust, torque, and pullback loads. These data shall be recorded at least twice per drill pipe length or every 15 FT or 15 minutes, whichever is most frequent.
 - a. Submit these data to the Engineer within one working day of the date to which the records pertain.
 - b. Allowable tolerances are:
 - 1) ± 3 IN vertical.
 - 2) ± 4 IN horizontal.
 5. Position of Drill Head: Monitor and record x, y, and z coordinates relative to an established surface survey bench mark, from downhole survey data and surface survey data, using the Tru Tracker or equivalent surface survey system. The data shall be recorded at least twice per drill stem length or at 15 FT or 15 minute intervals during drilling, whichever is most frequent. Deviations between the recorded and design bore path will be calculated and

reported on the daily log. If the deviations exceed tolerances specified elsewhere, such occurrences will be reported immediately to the Engineer.

6. Drill Stem Thrust and Torque: Measure and record drill stem thrust and torque at least twice per drill stem length or at 15 FT or 15 minute intervals during pilot hole drilling, whichever is most frequent. Report sudden increases in torque or thrust to the Engineer immediately. Report instances of thrust, torque, or pullback exceeding allowable limits to the Engineer immediately.
 - a. Submit prereaming, reaming, and pullback thrust and torque measurements with daily logs.
 7. Drilling Fluid Pressures and Flow Rates: Monitor and record drilling fluid pressures and flowrates continuously. Monitor the pressures at the entry point, at the injection nozzle, and at two locations within 2 FT behind the drill head in the annular space between the drill stem and bore or between the pipe and bore. Take these measurements during pilot hole drilling, during reaming and pullback operations.
 - a. Submit fluid pressure and flow rate measurements with daily logs.
 8. Drilling Fluid Viscosity and Density: Measure and record drilling fluid viscosity and density at least 3 times per shift with at least 2 HRS between readings, using calibrated Marsh funnel and mud balance. Include these measurements in daily logs submitted to the Engineer. Document modifications to the drilling fluids by noting the types and quantities of drilling fluid additives and the dates and times when introduced. Document and report the reason for the addition of drilling fluid additives or other modifications.
 - a. Submit these measurements and documentations in the daily logs.
 9. Obstructions: In the event that any obstruction is encountered that prevents further advancement of the drill stem, or pullback of the prereamer, reamer, and/or pipe notify the Engineer immediately. Investigate the cause and determine an appropriate response. Appropriate response may include revisions to equipment or methods, retraction and redrilling of a portion of the bore, or abandonment of the hole. If abandonment is deemed necessary, recover, to the extent practically possible, any drill stem, pipe, and tools in the bore, and properly abandon the bore, unless otherwise directed in writing by the Engineer. Pressure-grout the abandoned bore with a lean cement-sand grout mixture, or other approved materials if the bore is abandoned. If the bore is abandoned, be allowed to begin a second attempt to install the pipeline at an alternate location approved in writing by the Engineer. In any case, take all reasonable actions to complete the installation with minimal delays. The extra costs and payments to the Contractor, if any, will be negotiated between the Owner and Contractor, based on the cause and reasonable time and materials. For purposes of this contract, an obstruction is defined as any hard object lying completely or partially within the design pathway of the bore and pipeline that prevents further advancement of the drill stem, reamer, and pipe.
- D. Pipe Installation:
1. Install Polyethylene Pipe or Conduit per ASTM F1962 - 11
 2. Pipe shall be pulled into the bore hole at a controlled rate to avoid pipe buckling, abrasion damages to pipe surface, hydrofracture, etc.
 3. Pipe shall be supported on rollers as recommended by the pipe manufacturer.
 4. Never have the pull back force to exceed the allowable pull back force recommended by the manufacturer.
 5. Never bend the pipe so that the bend radius is less than the minimum radius recommended by the manufacturer.
 6. The radius of the bore shall also consider the minimum allowable bending radius for the drilling rods or pipe.
- E. Site Restoration and Demobilization: Remove all equipment, materials, and waste or debris from the site and restore site to its original condition upon completion of the installation.

3.6 DISPOSAL

- A. Drilling Mud: Dispose drilling mud waste, in a legal manner, to an off-site waste disposal facility that can readily accept such waste.

++END OF SECTION 330507++

SECTION 33 10 00
WATER UTILITIES

PART 1 - PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. All applicable requirements of other portions of the Contract Documents apply to the work of this Section, including but not limited to Division 1, General Requirements, Plans and Fairfield County Regulation and Specifications.

1.2 DESCRIPTION OF WORK

- A. Work of this Section includes, but is not limited to:
 - 1. Water lines
 - 2. Gate valves
 - 3. Curb stops and boxes
 - 4. Valve boxes and lids
 - 5. Fire hydrants
 - 6. Water service taps and corporation stops
 - 7. Miscellaneous concrete
 - 8. Pipe bedding and backfill
 - 9. Testing
 - 10. Disinfecting water mains
- B. Related work specified elsewhere includes, but is not limited to:
 - 1. Section 33 05 07, Horizontal Directional Drilling.

1.3 SUBMITTALS

- A. All submittals shall conform completely to the requirements of the Contract Documents, including all requirements set forth in Section 01 33 00, Submittals.
- B. Reference Submittals
 - 1. Material Certification: Provide material certification for items listed below.
 - a. Granular backfill materials
 - b. Pipe bedding material
 - 2. Test Reports: Provide 2 copies of test reports certified by an independent testing agency.
 - 3. As-Built Drawings: Indicate deviations from original Contract Documents and include the following:
 - a. All buried/concealed utility services, gas, water, telephone, electrical ducts, etc., dimensioned from a fixed control point, including depth of bury.
- C. Product Data: Provide product data for items listed below:
 - 1. Pipe.

2. Restrained joints.
3. Fittings.
4. Valves.
5. Gaskets.
6. Valve boxes and lids.
7. Fire hydrants.
8. Tapping saddles.
9. Detectable marker tape and wire. Tape shall be a minimum 6-inch wide over the center line of the water main at a vertical distance of no less than 12 inches and no greater than 18 inches below the finished surface grade. Detectable marking wire shall be 10 gauge minimum, anchored to a piece of #5 rebar at each mainline valve and hydrant valve.
10. Curb stops and boxes.
11. Corporation stops.
12. Coatings/ paint.

1.4 PRODUCT HANDLING

A. General

1. Handle pipe with care as only sound, undamaged material and fittings will be accepted.
2. Store material off the ground.
3. Keep pipe interiors completely free of dirt and foreign matter.

1.5 JOB CONDITIONS

- A. General: Make connections to existing lines as shown and required.
- B. Site Information: Test borings and other exploratory operations may be conducted by the Contractor at no additional expense to the Owner. Owner's permission must be obtained prior to performing exploratory operations.
- C. Use of Explosives: The use of explosives is not permitted.

1.6 LOCATIONS AND VERIFICATIONS

- A. Verify at the Site all locations, elevations, grades, and utility service connections, as indicated on the Drawings and serving the Project.
- B. Locations shown on the Drawings shall be followed as closely as possible; however, exact positions shall be subject to, and adjusted to, interferences with other work. Should major difficulties prevent the installation of any part of this portion of the Project, such conditions shall be brought to the attention of the Engineer, who will determine final locations, and the Contractor shall make the installation accordingly.

1.7 UTILITY/SERVICE CONNECTIONS

- A. Close coordination shall be maintained to ensure proper elevations and locations

at point of final connection to existing water lines.

- B. Make connection to County mains as required by those officials having jurisdiction.
- C. The Contractor shall not operate any existing valves on the water system that are in service.

PART 2 - PRODUCTS

1.8 WATER LINES

- A. General
 - 1. Use restrained joints where shown on Drawings.
 - 2. Restraining wedges shall be made of ductile iron, conform to ASTM A536.
 - 3. Where restrained joints are required for fittings only, provide a full length of pipe on both sides of the fitting.
 - 4. Retainer glands which use only set screws for restraint are not permissible.
 - 5. Manufacturers
 - 6. Megalug by EBAA Iron Sales.
 - 7. TR Flex or FIELD LOK by U.S. Pipe and Foundry Company.
 - a. Super-Lock or Restrained Tyton Joint by Clow Corporation.
 - b. Flex-Ring or Lok-Ring by American Cast Iron Pipe Company.
 - c. Or approved equal.
- B. Deleted.
- C. Pipe - 4-Inch and Larger
 - 1. Polyvinyl Chloride Pipe (PVC) – Open Cut Installation
 - a. Pipe: Conform to AWWA C900.
 - b. Dimension Ratio: DR-14.
 - c. Pressure Class: 300 psi.
 - d. Joints: Flexible elastomeric, conform to ASTM D3139.
 - e. Gaskets: Conform to ASTM F477.
 - f. PVC Resin: Meet or exceed cell class 12454 as defined in ASTM D1784.
 - g. Pipe shall be homogeneous throughout; free from voids, cracks, inclusions or other defects. Surfaces shall be free from nicks, scoring, scratches, and other blemishes.
 - h. Manufacturer/Product name: JM Eagle/Blue Brute.
 - 2. Polyvinyl Chloride Pipe (PVC) – Directional Bore
 - a. Pipe: Conform to AWWA C900.

- b. Dimension Ratio: DR-14.
 - c. Pressure Class: 300 psi.
 - d. Joints: Internal restraint consisting of a metallic restraint casing, metallic restraining ring, and a rubber gasket, or a non-metallic coupling system with an O- ring and nylon spline. Conforms to AWWA C900, ASTM D1784, and UNI-B-13.
 - e. Gaskets: Conform to ASTM F477.
 - f. PVC Resin: Meet or exceed cell class 12454 as defined in ASTM D1784.
 - g. Pipe shall be homogeneous throughout; free from voids, cracks, and inclusions or other defects. Surfaces shall be free from nicks, scoring, scratches, and other blemishes.
 - h. Manufacturer/Product name: Certa-Lok C 900/RJ.
- D. Fittings
- 1. Stainless steel bolts shall be used on all fittings.
 - 2. Gray iron or ductile iron
 - a. Full body, conform to AWWA C110, or compact, conform to AWWA C153.
 - b. Class: 250 or 350.
 - c. Bituminous coating: Inside and outside
 - d. Cement-mortar lining, conform to AWWA C104
 - 3. PVC, conform to AWWA C900.
- E. Gate Valves
- 1. Gate valves shall be iron body resilient wedge conforming to AWWA C509 with bell joint ends suitable for pipe specified.
 - 2. Non-rising stems, left hand open with rubber “O” rings, packing seals, and mechanical joint ends.
 - 3. Furnish one valve wrench required to operate all valves.
 - 4. Manufacturers: Must match fire hydrant make, consisting of M&H, Kennedy, Mueller, American, or U.S. Pipe.
 - 5. Only Cor-Blue bolts or stainless steel bolts shall be used.
 - 6. All internal and external ferrous surfaces, including the interior of the gate, bolt holes and flange faces, shall be coated, prior to assembly of the valve, with epoxy having a minimum thickness of 8 mils.
- F. Curb Stops and Boxes
- 1. Curb Stop Manufacturer
 - a. Mueller H15209 -38N.
 - b. Ford B44-CTS Series.
 - 2. Valve Boxes: Bingham and Taylor No. 4901B Buffalo Type, Size 94E, or equal.
 - 3. Valve Box Lid: Shall have the word “WATER” cast on it and secured to valve box by a bronze or brass bolt. Lid shall be painted with Tnemec Uni-Bond DF Series Gray and two coats Tnemec Enduratone Series 1028 Cove Blue.
 - 4. Furnish one valve wrench to operate all curb stops.
- G. Meter Horn and Inside Plumbing
- 1. Ball Valve:
 - a. Mueller 300 ball valve or equal.

2. Copper Pipe and Fittings:

- a. Type K.
- b. Mueller 300 angle valve or equal.
3. Meter Yoke:
 - a. Ford CH11-333 or CH11-444
 - b. Mueller H-1412 or equal.
4. Pressure gauge: WIKA 0-160 PSI 4-1/2" with male NPT, 316 stainless steel materials, solid front with blowout back, and glycerin filled.

H. Valve Boxes and Lids

1. Valve box shall be two-piece cast iron, screw type, with cover marked "WATER".
2. Valve Boxes: Bingham & Taylor No. 4905 Buffalo Type, Size 22 or equal.
3. Provide valve box and lid with each valve.
4. Main line valve lids to be painted with one coat Tnemec Uni-Bond DF Series Gray and two coats Tnemec Enduratone Series 1028 Cove Blue.
5. Furnish one valve wrench to operate all main line valves.

I. Fire Hydrants

1. Cast iron, conform to AWWA C502, dry-barrel type.
2. Bell Connection Size: 6-inch.
3. Hose Connections: Two (2) 2-1/2-inch diameter NST.
4. Pumper Connection: One (1) 4-1/2-inch diameter NST.
5. Main Valve Opening: 4-1/2-inch diameter.
6. Depth of Bury: 5'-0"
7. Threads on nozzles shall match those standard for local fire department.
8. Provide traffic impact flange designed to break away.
9. Lubricate thread with a food grade lubricant.
10. Remove chains from caps.
11. Paint lids of watch valve boxes with one coat Tnemec Uni-Bond DF Series Gray and two coats Tnemec Enduratone Series 1028 Chilean Red.
12. Furnish one wrench to operate hydrants.
13. Manufacturers: Mueller Supercenturion 250 Model A-421 or American Flow Control Model MK-73.

J. Water Service Taps

1. Corporation Stop - for water service taps 2" and smaller, use a Mueller B-25008, H-15008, H-15013 Series or Ford FB1000 Series.
2. Service Saddles and Tapping Sleeves.
 - a. For 2" and smaller, use service saddle Smith Blair 264, or Mueller 5541-5549.
 - b. For 3" and above, use tapping sleeve by Mueller H 304 SS, or JCM 432.
 - c. All metal components of saddles shall be stainless steel and fully passivated.
 - d. Bolts and/or nuts shall be coated to prevent galling.
 - e. Rubber shall be full circle.
 - f. Lay length shall be equal to or exceed the diameter of the pipe but not less than 7.5" for new mainline construction service saddles and 12" for new mainline construction tapping sleeves.
3. Do not install in top one quarter (1/4) of the water main.
4. Tapping saddles and corporation stops shall be designed for type of pipe being tapped.

- K. Miscellaneous Concrete (How about Cast-In-Place Concrete for Vault?)
 - 1. Miscellaneous concrete shall conform to the State of Ohio, Department of Transportation, Construction and Material Specifications, Item 499 – Concrete General.
 - 2. Concrete shall be Class C with a compressive strength of no less than 4,000 psi at 28 days.
 - 3. Miscellaneous concrete shall be provided for the following items:
 - a. Thrust blocking.
 - b. Concrete encasement.
 - c. Valve supports.
 - d. Concrete collars and fillets.

- L. Detectable Marker Tape and Tracer Wire
 - 1. Provide with PVC or HDPE pipe installation only.
 - 2. Plastic Tape
 - a. Continuously printed for use with buried services.
 - b. Solid aluminum fill core: 35-gauge (0.0035 inch) minimum.
 - c. Minimum thickness: 5 mil, ASTM D2103.
 - d. Width: 6 inches.
 - e. Background: Blue.
 - f. Lettering: Black.
 - g. Tensile strength: 150 lbs. per 6-inch width, ASTM D882.
 - h. Inscription: “Caution - Buried Water Line Below”.
 - i. Installation: 12 inches below finish grade.
 - 3. Product and Manufacturer
 - a. MAGNATEC or TRACELINE by Thor Enterprises, Inc.
 - b. Or approved equal.
 - 4. Copper fed 10-gauge wire to be installed along the length of all waterline.

1.9 PIPE BEDDING AND BACKFILL

- A. Granular Backfill: State of Ohio, Department of Transportation, Construction and Material Specifications, Item 304 – Aggregate Base.
- B. Pipe Bedding: ODOT coarse aggregate, conform to AASHTO M43, size No. 8.
- C. Earth Backfill
 - 1. Fine sand, clayey gravel, sand-clay, silty clay, clay (soil types GM, GC, MH, ML, CH).
 - 2. Excavated materials.
- D. Unsuitable Materials
 - 1. Organic soils (soil types OL, OH, PT).
 - 2. Rocks larger than 6 inches in any dimension.
 - 3. Bricks and building debris.
 - 4. Frozen materials.

PART 3 - EXECUTION

1.10 PREPARATION

- A. Verify that substrate is ready to receive work and elevations are as indicated on Drawings.
- B. Beginning of installation means acceptance of existing conditions.

1.11 TRENCHING

- A. General
 - 1. Trench excavation shall follow lines and grades as indicated on the Drawings. Exact positions shall be subject to and adjusted to interferences with other work.
 - 2. Leave trenches open until work is inspected.
 - 3. Whenever existing items such as sewer pipes, water pipes, gas mains, culverts, or other pipes or structures are encountered in or near the lines of trenches being excavated, use proper care in preserving such items intact, and repair any damage to such items due to failure to exercise sufficient care.
 - 4. Prior to beginning excavation, notify, in writing, all utilities on the project of the intended work and schedule.
 - 5. Locate all existing utilities or other structures of critical location in advance of excavation.
 - 6. Uncover existing pipes and cables ahead of trenching for new work.
- B. Excavation and Pipe Bedding
 - 1. Water Lines
 - a. Trench shall be excavated as per Trench Details and shall be excavated to provide a minimum of 4'-0" of cover over pipe in all areas.
 - b. Excavate unsatisfactory soil materials encountered that extend below the required elevations, to the additional depth as indicated by the Engineer or Owner. The Contractor shall be responsible for the first 1'-0" of undercutting. Additional excavation beyond the 1'-0", provided it is not due to the fault or neglect of the Contractor, shall be measured as indicated by the Engineer or Owner, and paid for as a change in the work.
 - c. Pipe shall be laid in pipe bedding material compacted in layers not to exceed 6" in thickness with mechanical tampers.
- C. Backfill and Compaction
 - 1. Under and within 5 feet of roads, walks and other paved areas, trenches and pits shall be backfilled to sub-grade with granular backfill compacted in 8-inch lifts, measured after compaction.
 - 2. Elsewhere, backfill with granular backfill or earth backfill. Top 6 inches shall be topsoil in lawn areas.
 - 3. Unsuitable backfill shall not be used.
 - 4. Compaction

- a. General: Control soil compaction during construction for compliance with the percentage of maximum density specified for each area classification.
 - b. Backfill Density Requirements
 - 1) For trench backfill, provide the following compaction.
 - a) Backfill around structures: Compact each 8-inch layer of granular backfill or earth backfill at 98% density with mechanical tampers.
 - b) Unpaved areas and lawn areas: Compact each 24-inch layer of granular backfill or earth backfill at 90% density for cohesionless soils, and cohesive soil material with mechanical tampers.
 - c) Pavements and walkways: Compact each 8-inch layer of granular backfill at 98% density with mechanical tampers.
 - d) The Engineer may require compaction testing to be performed by an independent testing lab to ensure backfill density requirements are being met. Contractor to pay for the compaction tests.
5. Dispose of excess excavated material off the site.

1.12 INSTALLATION

- A. General
 - 1. Install full lengths of pipe, where practical.
 - 2. Make joints in accordance with manufacturer's recommendations.
 - 3. Lay pipe in dry trench. Line may be partially backfilled, leaving joints open until after testing.
 - 4. Plug end of pipe when not being worked.
 - 5. Leave line clean and free of debris when complete.
- B. Water Lines
 - 1. Install water lines as shown on Trench Detail.
 - 2. Concrete thrust blocks shall be poured behind horizontal bends, sag bends, and vertical bends deflecting 11-1/4 degrees or more on water lines 4 inches in diameter or larger, and on tees, hydrants, etc. unless restrained joints are used.
 - 3. Restrained joints may be used in lieu of thrust blocks. If mega lugs are used, concrete thrust blocks are required also.
 - 4. Flush all lines as required.
 - 5. Tops of all valve boxes shall be adjusted to top of pavement, or to 1 inch above finish grade in unpaved areas. Paint main line valve lids with Tnemec Enduratone Series 1028 Cove Blue.
- C. Fire Hydrants
 - 1. General
 - a. Locate approximately as shown on the Drawings with final location and setting determined in field by Engineer or Owner.
 - b. Provide hydrant watch (gate) valve for all new fire hydrant leads.
 - c. Install hydrants with suitable concrete backing and gravel fill for

- drainage as shown on Drawings.
 - d. Do not obstruct drain openings.
 - e. Locate hydrants 8 to 10 feet from edge of pavement on non-curbed roadways.
 - f. Caps are to be lubed with N.S.F. rated grease and chains removed by the Contractor.
 - 2. Hydrant valve lids are to be painted with a final coat of Tnemec Enduratone Series 1028 Chilean Red.
- D. Water Service Connections
 - 1. Tapping Saddles: Service connections for pipes 3 inches and smaller shall be done by the wet tap method using a tapping saddle and suitable corporation valve. Tap shall be located a minimum of 3.0' away from any joint or fitting.
 - 2. Service pipes shall be installed with a suitable shut off valve and valve box as indicated.
 - 3. Curb box lids are to be painted with Tnemec Unduratone Series 1028 Cove Blue.

1.13 TESTING

- A. General
 - 1. Tests may be conducted on completed pipe line or any completed portion that can be isolated from other sections previously tested or not complete.
 - 2. Conform to AWWA C605, Section 7.3 - Hydrostatic Testing.
- B. Testing Water Lines
 - 1. Flush line to remove all dirt and debris prior to testing.
 - 2. Fill line or section of line at least 24 hrs. prior to testing. Allow all air to escape through open valves.
 - 3. If no outlet is available at a high point of line, provide a tap, fitted with a corporation stop, to release air at the high point.
 - 4. Test pressure to be held for two (2) hours. A calibrated water source shall be used by test pump to maintain test pressure.
 - 5. Test pressure to be 150 lbs./sq in. at test gage.
 - 6. Allowable leakage to be computed from this requirement: Eleven and 65/100 (11.65)
 - 7. U.S. gallons per 24 hour per mile pipe per inch of nominal size.
 - 8. If more water is used to make up leakage than is allowed, the line is to be made tight.
 - 9. Repair all visible leaks.
 - 10. Retesting shall be made until the requirements are met.

1.14 DISINFECTING WATER MAINS

- A. General
 - 1. Disinfection of water mains shall be done in accordance with the Standard for Disinfecting Water Mains prepared by the American Water Works Association, (C651).

2. The Contractor is responsible for providing a testing laboratory to perform the bacteriological tests.
3. The Contractor shall pay for all costs to perform the bacteriological tests.

++END OF SECTION 331000++

Prosecutor's Approval Page

Resolution No.

A resolution to approve the contract award for the Greenfield Water Main Extension Project; ARP fiscal recovery fund #2876 and Utilities fund 5841 GF Water

(Fairfield County Utilities Department)

Approved as to form on 12/6/2024 2:35:38 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-12.10.dd

A resolution to approve the contract award for the Greenfield Water Main Extension Project; ARP fiscal recovery fund #2876 and Utilities fund 5841 GF Water

(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 a Fund-to-Fund Transfer for Utilities
Department**

WHEREAS, the Water Fund is responsible for payments of debt service; and

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

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

Section 1. That the transfer of funds in the amount of \$10,000 is hereby authorized as follows:

From: 5046; 12504623; Transfers Out; \$10,000

To: 5849; 12584926; Transfers In; \$10,000

Prepared by: Tony Vogel
cc: Utilities

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

Total Transfer of Appropriations \$10,000

From: 12504623, 700000, Transfers; \$10,000

To: 12584926, 439100, Interfund Transfers In; \$10,000

Signature Page

Resolution No. 2024-12.10.ee

A Resolution Authorizing a Fund-to-Fund Transfer for Utilities Department
(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of December 12, 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

12/12/2024 to 12/12/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200			COMMISSIONERS ADMIN						
			Fund: 2876 - FISCAL RECOVERY (ARP)						
5416339	12/12/2024	59920	FAIRFIELD CO EDUCATION SERV	11.6.2024	11/06/2024	24007562	C1210	Abre Truancy-based software solution	124,932.80
								TOTAL: COMMISSIONERS ADMIN	124,932.80

INVOICES BY DEPARTMENT

12/12/2024 to 12/12/2024

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201 COMM-ECONOMIC DEV									
Fund: 1001 - GENERAL FUND									
5416338	12/12/2024	54970	HOCKING TECHNICAL COLLEGE	1764	07/08/2024	24006583	C1210	PROGRAMS AT WORKFORCE CENTER	77,016.55
Fund: 3897 - WORKFORCE STATE CAPITAL PROJ									
5416336	12/12/2024	5260	OHIO UNIVERSITY	49643	10/01/2024	24008009	C1210	WORKFORCE CENTER EXPENSES	661,874.40
TOTAL: COMM-ECONOMIC DEV									738,890.95

INVOICES BY DEPARTMENT

12/12/2024 to 12/12/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270			COMM-MAINTENANCE						
			Fund: 3435 - PERMANENT IMPROVEMENT FUND						
5416337	12/12/2024	18548	JAGGER CONSTRUCTION 1 LLC		11/27/2024	24006537	C1210	PAVEMENT AT SALT BARN	169,486.56
								TOTAL: COMM-MAINTENANCE	169,486.56

INVOICES BY DEPARTMENT

12/12/2024 to 12/12/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
---------	------------	----------	-------------	-----------	--------------	------	---------	-----------------------	--------

Summary Total for this report: **\$1,033,310.31**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-12.10.ff

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**HANDOUTS PROVIDED
BY THE PUBLIC
DURING THE
PUBLIC COMMENT
SECTION OF THE
MEETING ARE
CONTAINED
HEREAFTER**



December 2024

Dear Neighbor,

This newsletter provides an update on National Grid Renewables' Carnation Solar Project being proposed in your community. Our goal is to keep you informed throughout the life of the project. Please contact us at any time using the contact information at the bottom of this page or visit our website:

www.nationalgridrenewables.com/in-development/carnation-solar/

We look forward to hearing from you!

RECENT PUBLIC MEETINGS

National Grid Renewables recently held three public meetings at the Amanda-Clearcreek Community School for residents to learn more about the project and ask questions.



The events included display boards featuring information about the project lifecycle, our decommissioning plan, property values, as well as large scale maps which illustrated how the project will look from different vantage points. We also had nearly two dozen National Grid Renewables staff and experts on hand to answer questions about a range of issues.

The Ohio Power Siting Board (OPSB) also attended the Public Information Meetings to answer questions and collect feedback from the public.

UNABLE TO ATTEND THE MEETING?

If you were unable to attend any of our in-person meetings, visit our website to see the full suite of materials that were available at our public information meetings, including the display boards and maps referenced above:

<https://nationalgridrenewables.com/in-development/carnation-solar/>

CONTACT THE CARNATION SOLAR PROJECT TEAM:

COMMUNITY GIVING | PROJECT PLAYHOUSE



Captions: (L) National Grid Renewables staffer Paige Trent puts the finishing touches on Spider Man. (R) The handy work of the National Grid Renewables team is complete!

National Grid Renewables staff came out in full force to spend the day building and decorating a playhouse in partnership with Project Playhouse, an initiative to build playhouses for local families. Our team joined forces with Habitat for Humanity Southeast Ohio for a day dedicated to community, creativity, and giving back. Habitat for Humanity Southeast Ohio is a nonprofit organization that builds strength, stability, and self-reliance through housing.


Project Playhouse gave our team a chance to roll up our sleeves and be a part of the process. Our crew, some coming all the way from Minnesota, spent the day designing and building a playhouse specifically for a local family. Seeing the children's excitement and their parents and grandparents' gratitude firsthand was a powerful reminder of the small ways community involvement can make a difference.


LEARN MORE




More community involvement

National Grid Renewables has Ohio-based staff living and working near Fairfield County. In addition to our work with Habitat for Humanity, we've also recently been involved in the following community events:

 **United Way 5K** – Our local team took part in the annual 5k at the Fairfield County Fairgrounds to raise awareness and money to support initiatives focused on education, financial stability and overall health in Fairfield County.

 **Dan Fout Memorial Disabled Veterans Hunt** – Local staff enjoyed volunteering at this annual hunt whose mission is to provide an opportunity for Disabled American Veterans to hunt whitetail deer using archery equipment.

 **Freedom's Never Free** – We were honored to support this annual appreciation celebration honoring Ohio veterans, military, first responders and their families.



12/10/2020

Carnation Solar Project
National Grid Renewables
8400 Normandale Lake Blvd Ste 1200
Bloomington, MN 55437

PROJECT OVERVIEW

The Carnation Solar Project is a partnership with local farmers traversing approximately 1,700 acres of land for the development of a 142 megawatt (MW) solar Project. The Project is anticipated to generate significant tax revenue over the lifecycle of the project, create hundreds of local jobs during construction and support manufacturing jobs in Ohio where the solar panels are built. As developers of the Project, National Grid Renewables is also committed to contributing to a charitable fund for the local community.

Additional benefits:



Diversified Energy Supply:

Solar farms like Carnation provide a substantial and stable source of energy, diversifying electricity supply.



Energy Independence:

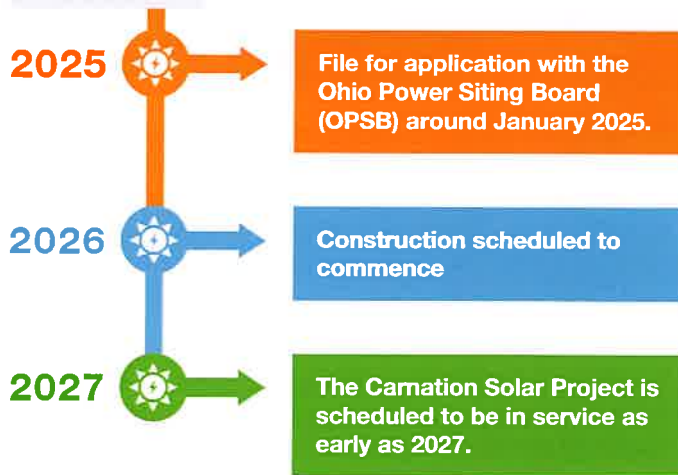
Solar energy reduces America's dependence on foreign oil.



Preserves Ohio Farmland:

Unlike other forms of development, solar energy preserves farmland for future generations. At the end of the project's life, the land can be returned to farming.

SCHEDULE



There are various avenues for public participation throughout the permitting process. More information can be found via the OPSB website www.opsb.ohio.gov/. If you have questions regarding the OPSB process or public participation, you can contact them directly:

SEND A LETTER OF SUPPORT TO OPSB FOR CARNATION SOLAR HERE:



SCAN ME

Ohio Power Siting Board
180 E Broad St,
Columbus, OH 43215

contactOPSB@puco.ohio.gov
879

(866) 270-6772

**THIS PAGE
INTENTIONALLY
LEFT BLANK**



**THIS PAGE
INTENTIONALLY
LEFT BLANK**



**THIS PAGE
INTENTIONALLY
LEFT BLANK**



**THIS PAGE
INTENTIONALLY
LEFT BLANK**



**THIS PAGE
INTENTIONALLY
LEFT BLANK**

