

Regular Meeting #4 - 2024
Fairfield County Commissioners' Office
January 30, 2024

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Steve Davis and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Financial Systems Director, Bev Hoskinson; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorney, Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities and EMA Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; and FCFC Manager, Tiffany Wilson. Also present: Major Bryan DeMichael, Christine Simmons, Elizabeth Moe, Jeff Williamsen, Nick Bondren, Deb Connell, Francis Martin, Barb Martin, Anna Tobin, Ray Stemen, Judy Stemen, Sherry Pymmer, David Hodge, L. Thomas, Sue Mazzarini, Beth Chalfant, Patsy Cole, and Betty Bennett.

Virtual attendees: Jeremiah Upp, Rick Szabrak, Holly Mattei, Deb, Tony Vogel, Shelby Hunt, Bill, and Melissa Connor.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Lancaster Festival Update

Deb Connell, Executive Director of the Lancaster Festival, spoke about the results of the Festival's Impact Study. Ms. Connell thanked Commissioner Davis for participating in the study and added that the area has a reputation for being an artful community. She stated that 50,000 visitors came into the community for the 2023 Lancaster Festival and visited restaurants and shops. She added that many visitors were from other counties and states, and that several hundred volunteers are needed for the event which generated an estimated economic impact of \$12.5M in the state and \$9.9M in Fairfield County. Ms. Connell also added that the festival sources as much as it can from the area, that there has been a 40% increase in economic output in the last five years, and that this is the 40th year of the festival.

Commissioner Levacy spoke about the festival starting on Broad Street and added how amazing it has been to see the growth of the festival and its impact on the community.

Commissioner Fix asked Ms. Connell to talk about the comparisons of the festival to other festivals in the country.

Ms. Connell stated that the festival was originally framed after the Spoleto Festival and that the Lancaster Festival is now outpacing it in many areas. She added that the Lancaster Festival is similar in attendance and support as the Aspen festival and the Aspen area outpaces our area in population. She further added that the Lancaster Festival is outpacing the Cincinnati Festival on name recognition and that one of the goals of the Lancaster Festival is to be nationally recognized and that it is getting to that level of recognition.

Commissioner Davis spoke about attending Festival events both large and small and added that he enjoyed them all.

Ms. Connell spoke about attending the event with her grandmother and watching the Columbus Symphony Orchestra.

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Healthy Aging Grant Recognized

Heather O'Keefe, introduced the healthy Aging Grant Award recipients

United Way Director, Christine Simmons, spoke about United Way's large number of dedicated volunteers and its 30 plus programs in Fairfield County. She added that the Healthy Aging Grant funds will support the tax program, which has completed over 16,578 tax returns since the program's inception. She added that United Way anticipates serving over 375 clients in 2024 that are over age 60. Ms. Simmons closed by speaking about the United Way Polar Plunge event.

The Commissioners thanked Christine and United Way for all they have done and are doing for the community.

Meals on Wheels Director, Anna Tobin, stated that the mission is to provide nutritious meals and services and added that the agency has recently been renamed the Senior Hub/Meals on Wheels of Fairfield County. Ms. Tobin stated that over 2800 seniors were served in the programs last year and that the Healthy Aging Grant funds will support 420 home delivered meals for over a month. She added that along with a meal, seniors receive an important safety check and a chance to see someone when they otherwise might not. She voiced her excitement over the funds providing for a computer lab with laptops, cell phones and tablets and using volunteers to assist with digital competencies.

Commissioners Levacy and Fix stated their appreciation for all the agency's services.

Commissioner Davis spoke about being moved by the great numbers of volunteers stated that he would like to thank Ms. Tobin, her staff, and the volunteers, on behalf of the Commissioners' office.

Salvation Army Major, Bryan DeMichael, thanked Ms. O'Keefe and added that the grant resources would be used for direct services in the food pantry and other areas. He added there have been over 500 instances where we have served seniors that have come in for assistance.

Commissioner Davis congratulated the Major on his promotion and thanked him for his service. He also spoke about volunteering by ringing the red kettle bell.

Commissioners Fix and Levacy also thanked Major DeMichael for his service.

New Horizons Mental Health Director, Elizabeth Chalfant, stated that the agency has 367 active clients over the age of 60 that do not have insurance or Medicare. She also stated that the grant will teach seniors how to use technology safely and will help get them connected to other services that will help sustain them in their own homes. Ms. Chalfant thanked Ms. O'Keefe for her assistance with the grant.

Commissioner Levacy spoke about the importance of teaching the elderly population how to help themselves and find needed resources.

Commissioners Fix and Davis spoke about how touched they are by the deep and breadth assistance provided by the grant funds and thanked the recipients for coming to the meeting and speaking.

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Public Comments

Sue Mazzarini of Liberty Township urged the Commissioners to create exclusionary zones to prohibit solar energy farms.

Nick Bondren of the Land Liberty Coalition of Ohio emphasized the importance of property rights of citizens.

Ray Stemen of Lancaster spoke in opposition to non-government organizations which he believes are too influential in politics.

Jeff Williamsen of Baltimore urged the Commissioners to create exclusionary zones to prohibit solar energy farms.

Sherry Pymer of Walnut Township spoke in opposition to solar energy farms.

Judy Stemen of Lancaster offered her concerns for what she believes is a shift in power in politics.

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

The Administrative Courthouse Featured on NBC4

NBC4 interviewed Facilities Director, Jon Kochis, to showcase the interior and exterior improvements made to the Administrative Courthouse over a three year renovation period. The \$6M investment is saving the county \$456k a year in energy and operational costs.

Commissioner Davis stated that it is difficult to spend money on a building but even more difficult to leave a building in disrepair.

The January Fairfield County E-News

The Fairfield County E-News Update for January is now available. To receive these updates on what is happening around the county, sign up on the homepage of the county's website.

Ohio Public Employer Labor Relations Association Pacesetter Award

Jeff Porter received the Pacesetter Award for his demonstration of innovative leadership which resulted in a positive impact to public sector labor relations. This award recognized the outstanding work that Jeff has accomplished with the employee physical and mental health clinics.

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Violet Township Fire Chief Retirements

Congratulations to Assistant Chief Paxton, Battalion Chief and former Chief Kenn Taylor. They served Violet Township for 76 combined years.

Commissioner Fix stated that Assistant Chief Paxton and Battalion Chief Kenn were great public servants that served their community for many years.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 19 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution for a Type II Expedited Annexation of 45.1 acres from Pleasant Township to the City of Lancaster.
- A resolution from the Auditor rescinding resolution 2024-01.16.q for Fund # 2072, Children's Services Fund, due to not having enough money on the certificate.
- A resolution from the Engineer's Office for a feasibility study with Burgess & Niple, Inc., for the intersection of Coonpath and Election House roads.
- A resolution to contract with Moseley Elevator for elevator modernization at the Fairfield Center.
- A resolution to approve the contract and licensing with TeamDynamix Solutions, LLC, for an IT and Enterprise Service Management System.
- A resolution for the approval of a contract for LFCAA to administer the PY2024 CHIP (Community Housing and Impact Preservation) Program.
- A resolution from RPC to update the Citizen Participation Plan for the CDBG (Community Development Block Grant) program.
- A resolution to update and reaffirm the Fairfield County Fair Housing Program and Policy.
- A resolution renewing and agreement with the Fairfield County Sheriff's Office and Trinity Services Group, for inmate food services for the Fairfield County Jail.
- A resolution from the Siff's Office approving the acceptance of a donation of a 2016 and a 2017 Dodge Charger from the City of Canal Winchester.

Budget Review

- Budget Director, Bart Hampson, had no update.

Calendar Review/Invitations Received

- *A review of the calendar and invitations received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen.*

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- Ohio Chamber of Commerce's 2024 Housing Summit, February 1, 2024, 9:00 a.m., Ohio Statehouse, 1 Capitol Sq., Columbus
- Everybody Loves Transit Pickerington Loop Ride-a-Long with Representative Jeff LaRe, February 5, 2024, 10:00 a.m., Giant Eagle, 873 Refugee Rd., Pickerington
- Fairfield County Board of Developmental Disabilities 14th Annual Celebration of Possibilities, March 20, 2024, 6:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington

Correspondence

- *A review of correspondence received was provided by Ms. Menningen.*
 - Economic Impact of the Lancaster Festival Document, December 2023
 - Cirba Solutions Battery Management & Materials Notice of Temporary Authorization Request Associated with RCRA Permit Renewal Application
 - Memo, Dr. Carri Brown, County Auditor, January 18, 2024, Subjects: Legal Description Approval Statistic; Overview of Property Tax Rates; and the Board of Revision Process
 - "Wins of the Week", Dr. Carri Brown, County Auditor, January 18, 2024
 - Press Release, Office of the County Auditor, January 25, 2024, "Fairfield County Auditor Highlights the 1801 Map of Refugee Lands"
 - Fairfield County Sheriff, Alex Lape, 2023 Law Enforcement Trust Fund Report
 - Press Release, Fairfield County Health Department, January 23, 2024, "Two Traffic Fatalities in Quarter 4 of 2023 in Fairfield County"
 - Fairfield County Health District Advisory Council Updates and Reports
 - Federal Emergency Management Agency, January 16, 2024, Letter Regarding Floodplain Management
 - Fairfield County Prosecutor, R. Kyle Witt, 2023 Law Enforcement Trust Fund Report
 - County Commissioners Association of Ohio, 2024 Member Certificate
 - Fairfield County Auditor's Wins of the Week, January 25, 2024
 - Memo, Fairfield County Auditor, January 25, 2024, Subjects: Budget Commission, Basil-Western Road Project, Dog Registration Deadline & Virtual Dog Show, Homestead Program, 2024 Performance Assessments and Annual Retreat, US Census Reporting, and OPERS Analysis
 - Lancaster Eagle Gazette, January 26, 2024, Jeff Barron, "Juvenile Court Judge Terre Vandervoort Heads Plan to Prevent School Violence"
 - Letters from County Resident in Support of Industrial Solar Projects
 - Department of Commerce, Division of Liquor Control, January 23, 2024, Letter Amending Applicant Name, Permit #2485484
 - Ohio Department of Transportation, January 22, 2024, Letter Regarding Open House Meeting for I-70/SR 256/Taylor Road Interchange Improvements, FAI/LIC IR70 0.00/0.00 PID 96808
 - Thank You Notes from Eagle Scout Honoree

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- *NBC4i, WCMH*, January 24, 2024, "See Fairfield County Courthouse's New Look"
- Newsletter, *Fairfield County E-News Updates*, January 26, 2024

Old Business

Commissioner Fix stated the Land Use Plan is nearing completion and that meetings with the entities' trustees and mayors will soon occur for final review.

Commissioner Davis stated that he has met with an environmental scientist several times regarding solar energy farms and that her services were approved through the Administrative Approvals procedure.

New Business

Commissioner Davis attended the first meeting of the legislator's Indigent Task Force regarding the high indigent defense rates and added he has been asked to speak in front of the task force on the matter.

Commissioner Fix pointed out that Commissioner Davis is the only county commissioner in the state of Ohio to participate in this task force and was asked to do so by the County Commissioners Association of Ohio.

Commissioner Davis thanked Officer Schorr for being at the meeting.

Commissioner Levacy has been participating in the Governors Executive Workforce Board and added Lt. Governor Husted and the Board hope to resolve the issue of the rising price of childcare.

Commissioner Fix stated he met with Berne Union Superintendent Jon Parker to visit Berne Union's new school building which was funded by gas pipelines in Berne Township and at zero expense to the taxpayers. He also met with the new mayor of the village of Carroll and was excited to speak with him regarding the Land Use Plan. The Commissioner added he will also meet with the new mayor of Baltimore.

Recorder McKenzie reported her office purchased a new computer and upgraded the program for veteran ID cards.

Treasurer Bahnsen spoke about the payment process of property taxes.

Commissioner Davis spoke about the accomplishments of the Investment Advisory Committee.

Bev Hoskinson shared that the Auditor's Office issued the 1099's earlier than planned this year and are planning training sessions for financial reporting. She added the office will be updating the real estate assessment website with street level views.

Rick Szabrak shared that Urban Restorations received a \$2M transformational grant from the state for the Shumaker Building renovation and spoke about attending College and Career Day at Pickerington High School to present the Workforce Center's career readiness program.

Dan Neeley spoke about the resolution for the IT Enterprise Management Service System which applies to the strategic plan.

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January 30, 2024

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Steve Davis and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Financial Systems Director, Bev Hoskinson; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorney, Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities and EMA Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; and FCFC Manager, Tiffany Wilson. Also present: Major Bryan DeMichael, Christine Simmons, Elizabeth Moe, Jeff Williamsen, Nick Dundren, Deb Connell, Francis Martin, Barb Martin, Anna Tobin, Ray Stemen, Judy Stemen, Sherry Pymmer, David Hodge, L. Thomas, Sue Mazzarini, Beth Chalfant, Patsy Cole, and Betty Bennett.

Virtual attendees: Jeremiah Upp, Rick Szabrak, Holly Mattei, Deb, Tony Vogel, Shelby Hunt, Bill, and Melisaa Connor.

Pledge of Allegiance

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

Announcements

Clerk Menningen stated resolution 2024-01.30.1 had a mistake but is reflected correctly in the agenda packet.

Approval of Minutes for January 23, 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, January 23, 2024, meeting.

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

Approval of Resolutions from the Board of 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 Board of Commissioners:

- | | |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024-01.30.a | A resolution to approve the annexation of 45.1 +/- acres from Pleasant Township to the City of Lancaster, Expedited Type II, pursuant to ORC 709.023, Annexation of Land by the agents for petitioners, David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq. |
| 2024-01.30.b | A resolution to appropriate from unappropriated in major expenditure object category contractual services. |
| 2024-01.30.c | A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2730, sub fund # 8343, PY2023 CHIP/CDBG grant. |

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2024-01.30.d A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2731, sub fund# 8344, PY2023 CHIP/HOME grant.

David Hodge, Esq., stated the purpose of the annexation is to facilitate additional housing in the City of Lancaster and work through a zoning process with the city. He added that the petition fulfills the statutory requirements and respectfully requested the approval of the annexation petition.

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:

2024-01.30.e A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2731, sub fund# 8344, PY2023 CHIP/HOME 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 Emergency Management

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

2024-01.30.f A resolution authorizing the reduction of appropriations in major expenditure object categories for the EMA Fund #2707, sub fund# 8323 FY2023 Emergency Management Performance Grant.

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

Approval of Resolutions from Fairfield County 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:

2024-01.30.g A resolution to approve an Agreement between Fairfield County and Burgess & Niple, Inc.

2024-01.30.h A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies.

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

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Approval of a Resolution from Fairfield County Facilities

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

- 2024-01.30.i A Resolution approving a Contract between Moseley Elevator, and the Fairfield County Commissioners for Elevator Modernization 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 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:

- 2024-01.30.j A resolution to approve the master services contract and licensing for use of an IT and Enterprise Service Management System between the Fairfield County Board of Commissioners and TeamDynamix Solutions, LLC under Omnia Partners contract #01-121.

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 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 resolution from Fairfield County Job and Family Services:

- 2024-01.30.k A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Servies, Fund 2599 reimbursing Fund 2018.

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

Approval of a Resolution from Lancaster-Fairfield Community Action Agency

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

- 2024-01.30.l A resolution for the approval of a contract for Lancaster- Fairfield Community Action Agency to Administer the Program Year 2023 Community Housing Impact and Preservation (CHIP) 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 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:

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2024-01.30.m A resolution to update the Citizen Participation Plan for the Community Development Block Grant program.

2024-01.30.n A resolution to update and reaffirm the Fairfield County Fair Housing Program and Policy.

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:

2024-01.30.o A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.

2024-01.30.p A resolution authorizing the approval of accepting two donated vehicles from the City of Canal Winchester.

2024-01.30.q A resolution authorizing the approval of an advance from the General Fund to Fund 2503, Police Revolving.

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 Utilities

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

2024-01.30.r A resolution to approve a reimbursement for share of costs as a memo expenditure for fund # 5044, 5842, & 5841.

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:

2024-01.30.r A resolution authorizing the approval of payments of invoices for departments that need the 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 Davis stated the news article about upgrades to county-owned buildings could have given the illusion that solar panels were installed on top of the buildings and emphasized that was not the case.

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A G E N D A

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, January 30, 2024
7:00 p.m.

1. Review

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

2. Welcome

3. Lancaster Festival Update

Deb Connell

4. Healthy Aging Grant Recipients Recognized, JFS Deputy Director, Heather O'Keefe

United Way, Christine Simmons
Meals on Wheels, Anna Tobin
Salvation Army, Major Bryan DeMichael
New Horizons Mental Health, Elizabeth Chalfant
Center for Independence, Josh Stevens

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. Ohio Chamber of Commerce's 2024 Housing Summit, February 1, 2024, 9:00 a.m., Ohio Statehouse, 1 Capitol Sq., Columbus
 - ii. Everybody Loves Transit Pickerington Loop Ride-a-Long with Representative Jeff LaRe, February 5, 2024, 10:00 a.m., Giant Eagle, 873 Refugee Rd., Pickerington
 - iii. Fairfield County Board of Developmental Disabilities 14th Annual Celebration of Possibilities, March 20, 2024, 6:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington

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



AGENDA

BOARD OF COMMISSIONERS

Commissioners:

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

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

f. Correspondence

- i. Economic Impact of the Lancaster Festival Document, December 2023
- ii. Cirba Solutions Battery Management & Materials Notice of Temporary Authorization Request Associated with RCRA Permit Renewal Application
- iii. Memo, Dr. Carri Brown, County Auditor, January 18, 2024, Subjects: Legal Description Approval Statistic; Overview of Property Tax Rates; and the Board of Revision Process
- iv. “Wins of the Week”, Dr. Carri Brown, County Auditor, January 18, 2024
- v. Press Release, Office of the County Auditor, January 25, 2024, “Fairfield County Auditor Highlights the 1801 Map of Refugee Lands”
- vi. Fairfield County Sheriff, Alex Lape, 2023 Law Enforcement Trust Fund Report
- vii. Press Release, Fairfield County Health Department, January 23, 2024, “Two Traffic Fatalities in Quarter 4 of 2023 in Fairfield County”
- viii. Fairfield County Health District Advisory Council Updates and Reports
- ix. Federal Emergency Management Agency, January 16, 2024, Letter Regarding Floodplain Management
- x. Fairfield County Prosecutor, R. Kyle Witt, 2023 Law Enforcement Trust Fund Report
- xi. County Commissioners Association of Ohio, 2024 Member Certificate
- xii. Fairfield County Auditor’s Wins of the Week, January 25, 2024
- xiii. Memo, Fairfield County Auditor, January 25, 2024, Subjects: Budget Commission, Basil-Western Road Project, Dog Registration Deadline & Virtual Dog Show, Homestead Program, 2024 Performance Assessments and Annual Retreat, US Census Reporting, and OPERS Analysis
- xiv. *Lancaster Eagle Gazette*, January 26, 2024, Jeff Barron, “Juvenile Court Judge Terre Vandervoort Heads Plan to Prevent School Violence”
- xv. Letters from County Resident in Support of Industrial Solar Projects
- xvi. Department of Commerce, Division of Liquor Control, January 23, 2024, Letter Amending Applicant Name, Permit #2485484
- xvii. Ohio Department of Transportation, January 22, 2024, Letter Regarding Open House Meeting for I-70/SR 256/Taylor Road Interchange Improvements, FAI/LIC IR70 0.00/0.00 PID 96808
- xviii. Thank You Notes from Eagle Scout Honoree
- xix. *NBC4i*, *WCMH*, January 24, 2024, “See Fairfield County Courthouse’s New Look”
- xx. Newsletter, *Fairfield County E-News Updates*, January 26, 2024

SERVE • CONNECT • PROTECT



A G E N D A

B O A R D O F C O M M I S S I O N E R S

Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

8. Old Business

9. New Business

- a. Updates from Elected Officials in Attendance

10. Regular (Voting) Meeting

11. Adjourn

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

Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 1.26.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,824,843.41 has been appropriated, \$18,778,072.56 expended, \$5,109,643.71 encumbered or obligated.

12Project/Category		As of 1/26/24 Appropriations	As of 1/26/24 Expenditure	As of 1/26/24 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,490,552.26	3,402,130.19	88,422.07
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,600,361.39	1,372,058.91	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	210,377.77	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,483,675.50	6,087,268.61	88,422.07
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 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 1.26.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,824,843.41 has been appropriated, \$18,778,072.56 expended, \$5,109,643.71 encumbered or obligated.

Project/Category		As of 1/26/24 Appropriations	As of 1/26/24 Expenditure	As of 1/26/24 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	400,000.00	224,354.84	175,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	71,240.00	71,240.00	0.00
Subtotal Negative Economic Impacts		5,401,343.88	2,947,321.60	2,426,377.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	438,304.86	100,105.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00

Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 1.26.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,824,843.41 has been appropriated, \$18,778,072.56 expended, \$5,109,643.71 encumbered or obligated.

Project/Category		As of 1/26/24 Appropriations	As of 1/26/24 Expenditure	As of 1/26/24 Obligation
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	61,855.00	38,950.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	613,000.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	0.00	659,000.00
R516a	Broadband, “Last Mile” Projects	0.00	0.00	0.00
Subtotal Infrastructure		6,232,104.14	1,840,373.47	2,161,055.68
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	369,063.56	5,936.44
R61d	MARCS Tower Project	520,000.00	481,278.50	38,721.50
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,521,524.42	2,294,327.81	217,011.18
R61h	Community School Attendance Program	491,074.99	176,660.92	12,562.04
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	180,263.50	19,736.50
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00

**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan
Fiscal Recovery Funds, as of 1.26.2024.**

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds.
\$27,824,843.41 has been appropriated, **\$18,778,072.56** expended, **\$5,109,643.71** encumbered or obligated.

Project/Category		As of 1/26/24 Appropriations	As of 1/26/24 Expenditure	As of 1/26/24 Obligation
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	11,893.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R517a	Beavers Field Utilities	20,896.18	20,896.18	0.00
Revenue Loss		9,237,995.47	7,492,169.17	433,788.84
Administration				
R71a	Administrative Expenses	402,262.70	316,477.99	0.00
Subtotal Administration		402,262.70	316,477.99	0.00
Grand Total		\$27,824,843.41	\$18,778,072.56	\$5,109,643.71

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JANUARY 22, 2024 TO January 28, 2024

Fairfield County Commissioners

- AA.01.24-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.01.24-2024.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 Domestic Relations Court

- AA.01.22-2024.d An Administrative Approval of the Memorandum of Understanding for the Justice for Families Program Grant Application [Domestic Relations Court]

Fairfield County Economic & Workforce Development

- AA.01.26-2024.d An Administrative Approval for an agreement between Lancaster-Fairfield Public Transit System (LFPT) and the Fairfield County Workforce Center. [Economic & Workforce Development]

Fairfield County Facilities

- AA.01.22-2024.c An Administrative Approval for the use of the Fairfield County Agriculture Center as a polling location for elections in 2024. [Facilities]
- AA.01.24-2024.c An Administrative Approval for the Capitol City Chapter EAA 443, Experimental Aircraft Association contract for the use of 3383 Old Columbus Road property at the Fairfield County Airport. [Facilities]
- AA.01.25-2024.c An Administrative Approval for the Purchase Agreement with Coughlin Ford of Heath, and the Fairfield County Commissioners [Facilities]
- AA.01.26-2024.a An Administrative Approval for an Agreement on the Replacement of the Lay-in Ceiling in the Courthouse/Commissioners' Hearing Room. [Facilities]
- AA.01.26-2024.b An Administrative Approval for an Agreement on the Repair of Tile Floor at the County Jail. [Facilities]

Fairfield County Human Resources

- AA.01.22-2024.a An Administrative Approval to amend the Fairfield County Compensation Plan policy. [Fairfield County Human Resources]
- AA.01.25-2024.a An administrative approval of an agreement with Stealth Partner Group, LLC for gene therapy stop loss administration for the Fairfield County Health Benefit Plan [Fairfield County Human Resources]
- AA.01.25-2024.b An Administrative Approval for the MOU from Fairfield County Municipal Court with Fairfield County. [Fairfield County Human Resources]

AA.01.26-2024.c An administrative approval to amend the Fairfield County Compensation Plan schedule. [Fairfield County Human Resources]

Fairfield County Sheriff

AA.01.22-2024.b An Administrative Approval for an agreement between the Fairfield County Sheriff's Office and Interactive Data, LLC [Sheriff]

2024 Housing Summit

Thursday, February 1, 2024

Ohio Statehouse
1 Capitol Square, Columbus, OH 43215

[Register Here](#)

Details

A series of collaborative discussions to highlight the opportunities and challenges facing Ohio's housing supply, accessibility and affordability in relation to Ohio's growing workforce.



Mark your calendar and take part in the 2024 Celebration of Possibilities **Wednesday, March 20th at 6:00pm** at the Wigwam Event Center in Pickerington. Tickets are now on sale!

This year, we ask guests to join us in "Moving Toward Tomorrow". The gala will include a plated dinner, entertainment with Sam Adams and special guest, Amy Bockerstette. We will also be honoring community members for their commitment to the Fairfield DD mission as we move toward the possibilities tomorrow brings.

To make this night possible, we are thankful for all our sponsors and our host, the Friends of Fairfield DD. We hope to see you there!

Call 740-652-7220 to reserve your tickets today!

The Evening's Entertainment



Sam Adams, sports writer turned comedian



Amy Bockerstette, golfer, advocate, and co-founder of the I GOT THIS Foundation



Economic Impact of the



SILVERLODE
CONSULTING

December 2023

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Maestro Gary Sheldon of The Lancaster Festival Orchestra and violinist Stephanie Sant'Ambrogio at the Opening Night Concert

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Introduction

For almost 40 years, the Lancaster community has come together every July to produce one of the largest arts and music festivals in the country.

In 2023, the ten-day Lancaster Festival drew an estimated 50,000 people to enjoy a wide variety of art and music performances and community events.

Silverlode Consulting was engaged by the Lancaster Festival, Inc., which produces the Lancaster Festival, to estimate the 2023 Festival's economic and fiscal impact on the State of Ohio and Fairfield County. The Festival generated an estimated \$12.5 million of economic impact in the State of Ohio and \$9.9 million in Fairfield County.



2023 Lancaster Festival poster featuring Acrobat by Tim Brown

The Lancaster Festival, Inc. provided the attendance, ticket sales, financial, and other data necessary to prepare this analysis. Much of this data was gathered through interviews with the Festival's staff, members of its Board of Directors and other partners and supporters, who are identified in the *Board and Community Participation* section of this report.

Visitor spending estimates were developed with the best available market data and anecdotal data from the Festival Staff. IMPLAN, one of the most widely used and accepted methodologies for estimating regional economic impacts, was used to complete the analyses. 2022 IMPLAN data, the most current data available at the time, was used for this study.

About the 2023 Festival

World-Class Programming

The 2023 Festival included 51 events held at 20 sites throughout the City of Lancaster and Fairfield County. Event venues ranged from the Wendel Concert Stage at the Ohio University Lancaster campus, to historic downtown churches and community marketplaces.

The Festival provides fantastic performances in classical music, dance, pop, and other forms of music and art. In addition to concerts by major artists Sheryl Crow and Andy Grammer, 2023 events included chamber concerts, Ohio University's production of *Into the Woods*, a jazz concert, and many other events.

The core of the Festival's classical music programming is the Lancaster Festival Orchestra, which includes 63 professional musicians from 52 orchestras across the country, as well as Taiwan. Under the leadership of Maestro Gary Sheldon, the Orchestra has received national acclaim for its pops and classical performances.

The Festival focuses on providing accessible and enriching arts and music activities for the entire community. The 2023 Festival's 37 free activities included community band performances, children's art classes, dance and puppet shows, and many hands-on family activities. The largest free event of the Festival is the ArtWalk, which drew 22,000 visitors to downtown Lancaster in 2023. The Festival also supports an Artist in Residence, youth orchestra fellowships, and other community endeavors.



Sheryl Crow performs on the Wendel Concert Stage.



Trumpeter Byron Stripling plays at the Monday Night Jazz event.



ML Dance Academy at the free Children's Corner series.



Nearly 10,000 people watched Sheryl Crow perform at the Grand Finale Concert.

Visitors

The 2023 Lancaster Festival attracted an estimated 50,000 total visitors including an estimated 34,000 people who attended the 37 free events and 22,000 people who attended the 14 ticketed events¹. These visitors spent an estimated \$5.2 million on hotels, food, and retail in Lancaster and the surrounding area.

The Festival attracted enough visitors to fill Huntington Park, home of the Columbus Clippers, approximately five times, and Nationwide Arena, home of the Columbus Blue Jackets, approximately two and a half times.

The Lancaster Festival lasts ten days and attracts 50,000 attendees to a city of approximately 40,000 people. In the world of arts and music festivals, the Lancaster Festival is a mighty visitor attraction engine. To put this in perspective, consider the following:

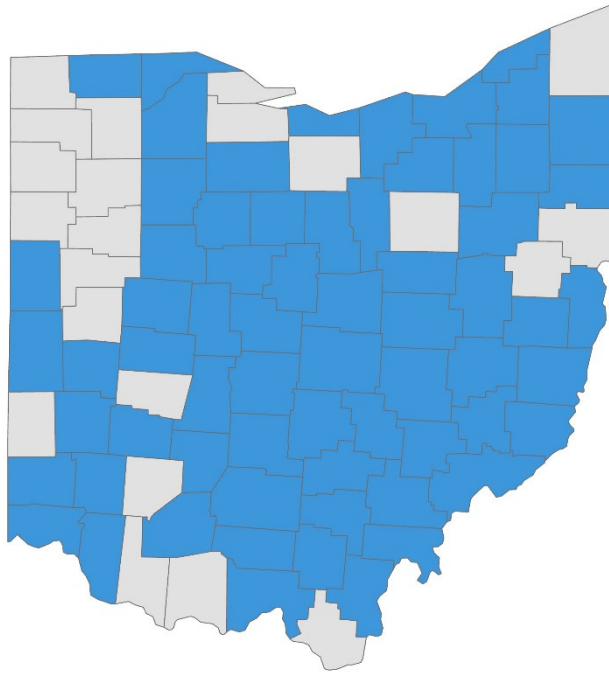
- The Aspen Music Festival and School, located in the major tourist destination of Aspen, Colorado, draws 100,000 attendees during its eight-week summer season with over 400 classical music events.
- Charleston South Carolina's Spoleto Festival, located in a city of over 150,000 people and a metro area of 700,000 people, attracts 48,000 attendees during the 17-day event.
- The Cincinnati Music Festival, which takes place in a city with a population of over 300,000 and a metro area of nearly 2.3 million, attracts 78,000 people to its three-day music festival.

¹ Ticket sales and free event attendance include individuals attending multiple events.

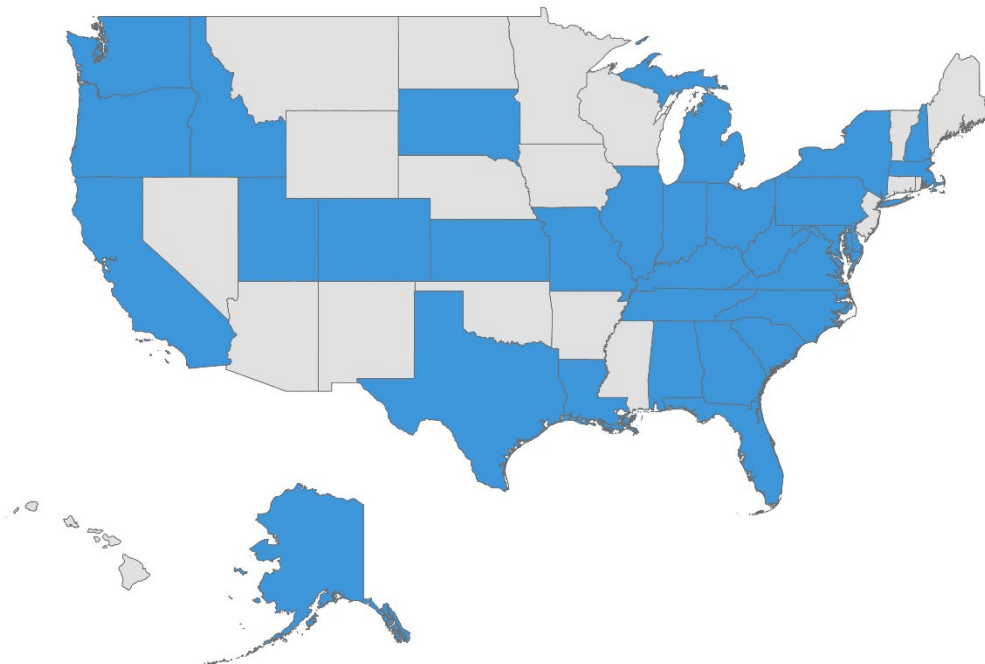
Economic Impact Analysis of the 2023 Lancaster Festival

As depicted in the maps below, visitors who purchased tickets traveled from 67 of Ohio's 88 counties and from 32 states to attend the Festival. Counties and states below in blue represent residences of visitors.

Festival Visitors by Ohio County of Residence



Festival Visitors by State of Residence



Volunteers

The Festival is powered by an army of volunteers who build stages, take tickets, direct parking, and contribute to every aspect of the Festival operations. In 2023, there were 475 volunteers who worked with the small Festival staff of two and a half to bring the 51 events to fruition.

Volunteers, some of whom helped from April through July, donated more than 14,000 hours. Per the Independent Sector and Do Good Institute's most recent Value of Volunteer Time for Ohio volunteers, this equates to more than \$408,000 of donated value.

The Festival has a long history of community support and was run entirely by volunteers for the first twenty years of its existence. The founders of the Festival have even been invited to other cities to provide guidance on how to leverage volunteers to operate a festival.



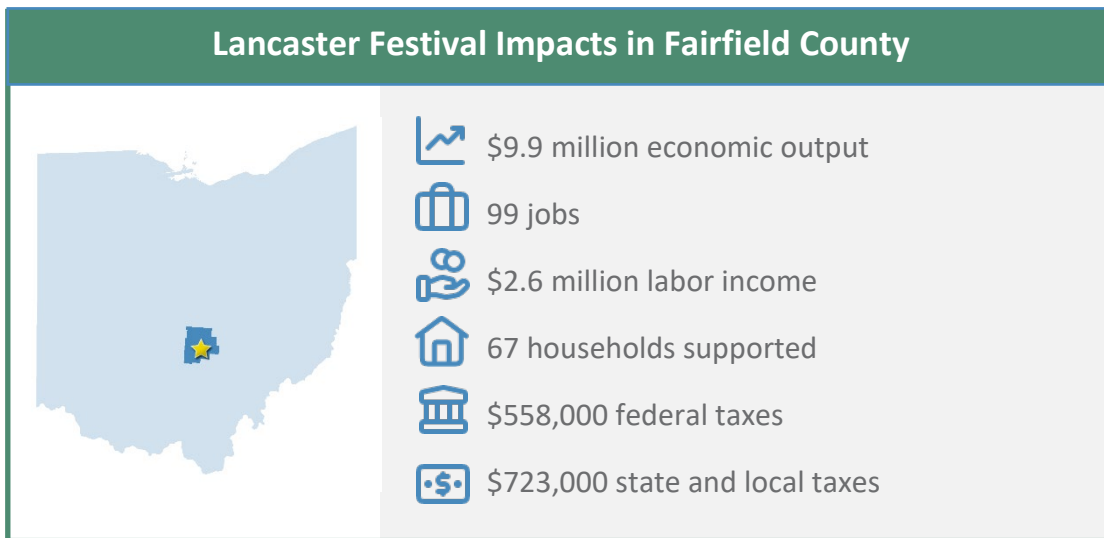
Some of the 475 Lancaster Festival volunteers helping at events.

Fairfield County Estimated Impacts

The 2023 Lancaster Festival generated an estimated \$9.9 million of economic activity (economic output) in Fairfield County. This amounts to approximately \$5.79 of economic impact for each dollar of the Festival's operating budget and \$13.67 of economic impact for each dollar of grant and donation assistance.

Visitor spending represents a large component of this economic activity. Festival attendees spent an estimated \$5.2 million on lodging, food, drink, and retail in the local economy.

The Festival supported an estimated 99 jobs in the County and had approximately \$2.6 million of associated annual labor income, including benefits. These jobs and earnings sustained an estimated 67 households in Fairfield County. The Festival also generated an estimated \$723,000 of state and local taxes and \$558,000 of federal taxes during 2023.



Estimated Economic Impacts	Direct	Indirect & Induced	Total
Economic Output	\$ 6,275,000	\$ 3,615,000	\$ 9,890,000
Jobs	73	25	99
Labor Income	\$ 1,775,000	\$ 826,000	\$ 2,601,000
Households Supported	49	18	67

Impacts on Local Businesses

The estimated 22,000 people who attended the ArtWalk strolled through downtown Lancaster and the bars, restaurants, and shops. The tremendous crowds led to both increased sales and increased exposure for local businesses.

Thousands of people who attended the two Saturday night concerts enjoyed a meal catered by local restaurants and brought to their reserved table at the shows. A Lancaster accountant analyzed revenues of three downtown food establishments and identified a 50% increase in revenue during the Festival for these businesses. Restaurant owners in downtown Lancaster describe the Festival as their busiest time of the year.

During the Festival, the three Lancaster hotels, local Airbnbs, and rental cabins in Hocking Hills are almost all booked to 100% occupancy. Visitors also fill hotels in other parts of Fairfield County and surrounding counties.

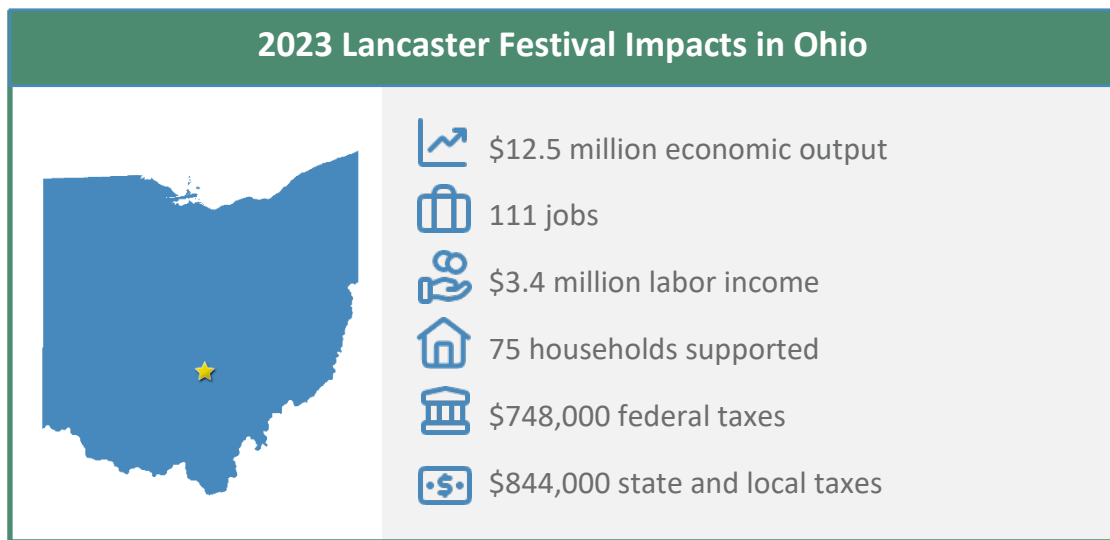


Ale House, one of the downtown restaurants which hosted Festival events

State of Ohio Estimated Impacts

The 2023 Lancaster Festival generated an estimated \$12.5 million of economic activity (economic output) in the State of Ohio. This amounts to approximately \$7.31 of economic impact for each dollar of the Festival's operating budget and \$17.25 of economic impact for each dollar of grant and donation assistance.

The Festival supported an estimated 111 jobs in the State and had approximately \$3.4 million of associated labor income, including benefits. These jobs and earnings sustained an estimated 75 households in Ohio. The Festival also generated an estimated \$844,000 of state and local taxes and \$748,000 of federal taxes during 2023.



Estimated Economic Impacts	Direct	Indirect & Induced	Total
Economic Output	\$ 6,275,000	\$ 6,203,000	\$ 12,478,000
Jobs	73	38	111
Labor Income	\$ 1,775,000	\$ 1,656,000	\$ 3,431,000
Households Supported	49	26	75

Longevity and Growth of the Festival

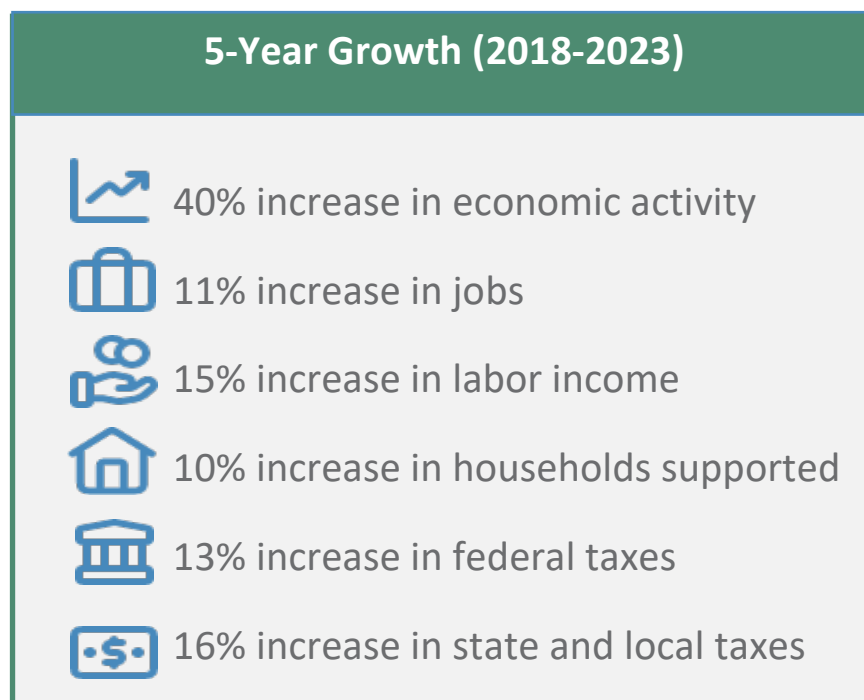
Since 1985, the Lancaster Festival has enriched the community with art and music performances and persevered through inclement weather, new orchestras, headliner cancellations, a diminishing public interest in classical music, and other challenges.

The Festival persisted through the COVID-19 pandemic when the majority of art and music festivals around the world were cancelled or postponed. The Festival was able to endure the pandemic by providing virtual performances in 2020 and shortened outdoor-only events in 2021. The Festival returned to a full 10-day schedule in 2022.

In its first 39 years, the Festival has evolved and explored new ways to engage and entertain the community. Over the decades, the Festival has welcomed popular musicians including Tony Randall, Roberta Flack, Aretha Franklin, The Beach Boys, the Temptations, and Kenny Rogers.

In the last five years, the estimated number of Festival visitors grew 25% from 40,000 in 2018 to 50,000 in 2023.

Silverlode Consulting conducted an economic impact study for the Lancaster Festival in 2018. The table below identifies the tremendous growth the Festival has experienced over the last five years.





Andy Grammer performs with the Lancaster Festival Orchestra on the Wendel Concert Stage.

Immeasurable Impacts

The quantifiable economic impacts only tell a small part of the story of the Lancaster Festival's tremendous impact on the community. The following sections provide just a few examples of the numerous, immeasurable ways the Festival enriches the lives of people in Lancaster and the surrounding region.



Children at the free Lancaster Festival Bike Races in downtown Lancaster.

Lancaster Pride

For nearly 40 summers, the Lancaster Festival and the Lancaster community have successfully collaborated to provide residents and visitors with unique opportunities to experience phenomenal art and music. Beyond supporting the local economy, the Festival has created a unique legacy for a small, Ohio city and the surrounding area. The lighted “clamshell” image of the Wendel Concert Stage is part of Lancaster’s brand and history.

From the families who have been reuniting for decades at lawn tables during the Saturday concerts, to the people who plan vacations and work schedules around the Festival, to the Orchestra members who have stayed with the same Lancaster families for over 30 years, an amazing amount of community pride surrounds the Festival. The Festival brings Lancaster residents and visitors together for ten days to reconnect, build relationships, and strengthen the community.

The Festival and the Lancaster Festival Orchestra have received numerous awards including the Governor’s Award for the Arts for Community Development and Participation, the American Prize for Orchestral Performance (first recipient ever), and the American Prize for Conducting for Maestro Gary Sheldon. These accolades elevate the image of the City of Lancaster.

Inclusive Culture

The Festival's mission is to celebrate the artistic creativity of all cultures and serve as the foundation of year-round community efforts to nurture participation in the arts. As such, the vast majority (37 out of 51) of Festival events in 2023 were free. Thousands of families enjoyed performances by artists in music, dance, and art at indoor and outdoor venues along with community events like bike races.

The largest free event of the Festival is the ArtWalk, a collaboration between the Festival and Destination Downtown Lancaster. In 2023, an estimated 22,000 visitors meandered through the shops and restaurants along the downtown streets, which are closed to traffic during the Festival. The ArtWalk included juried art shows which displayed local and regional artists in local businesses, live music on two stages, street performers, a market with local vendors, happy hours and other special food offerings, and Chalk the Block, an opportunity for artists of all abilities to create artwork around Fountain Square.



An artist participates in Chalk the Block

Economic Impact Analysis of the 2023 Lancaster Festival

The Festival brings cultural opportunities to a socioeconomically diverse audience by offering many free, classical music performances. The Community Orchestra event invites community members who play instruments to play alongside the Lancaster Festival Orchestra and to be conducted by Maestro Gary Sheldon.

The Festival provides exposure to classical music at a time when interest in this art form is waning. A National Endowment for the Arts 2022 Survey of Public Participation in the Arts identified a 47% decline in adult attendance of classical music performances over the last five years.

The Festival also promotes art and musical enrichment for the community by supporting an Artist in Residence program. The selected artist presents finished works during the ArtWalk and the pieces remain in Lancaster for the enjoyment of the community.

In 2023, an estimated 4,000 people attended Festival Fair Day and approximately 80% of the attendees were children. The wide range of activities included concerts, Operator for a Day, a dog trick show, train rides, instrument workshops, and many more family activities.

In addition to free programming, the Festival offers free parking, free shuttle service to concerts, and attendees are welcome to bring their own food and beverages to events or purchase refreshments on the concert grounds or from local food trucks.



Operator for a Day activities during Festival Fair Day at the Fairfield County Fairgrounds.

Music and Arts Education for Children

One of the commitments of the Festival’s Board of Directors is to “Be an advocate of arts education for all children.” Arts education can have a transformative impact for children. The inclusive nature of the Festival described above extends to children of all backgrounds. For many children, the Festival is their first time hearing an orchestra, performing on a stage, or participating in another form of art.

In 2023, the Festival featured numerous young musicians including the Lancaster High School Percussion Ensemble, Fairfield County Strings and Keyboards, and Harmonics String Quartet. The Festival also supports youth orchestra fellowships and provides numerous internships to expose local students to the operations of a non-profit art and music festival.

The 2023 Festival offered several free children’s concerts along with numerous other experiences including free puppet and dance shows. The Major Arts for Minors classes included free children’s classes in pottery, acting, Boomwhackers, and letterpress.

At the Chalk the Block event, children had an opportunity to make art alongside experienced artists and have their work viewed by the community.



Children’s Performance at AHA!



An estimated 22,000 people attended the 2023 ArtWalk in downtown Lancaster.

Economic Development

While the economic impact the Festival has on local businesses is captured by the indirect and induced impacts estimated by the IMPLAN model, the neighborhood and community impacts of this support of local businesses cannot fully be captured through an economic impact study.

The Festival performances and events took place in 20 Lancaster venues from churches to museums to wineries, and offered significant exposure to each venue and to the community as a whole. The Festival also provides valuable exposure to Ohio University Lancaster's campus, the location of the Wendel Concert Stage, where the Festival's three largest concerts are held. In 2023, a new Dean at Ohio University hosted events on multiple nights to connect with the community.

Local businesses and organizations advertise at the Festival and are able to have direct communication with the thousands of out-of-town visitors.

In addition to attracting visitors which support local businesses, the Festival stimulates economic development by providing national exposure for the community and serving as a highlight of the community's quality of life. Area companies and economic development representatives often use the Festival as an opportunity to encourage customers, recruits, donors, and other stakeholders to visit.

The Festival is also a critical part of the story local economic development teams and Destination Downtown Lancaster tell when recruiting businesses to Lancaster and potential investors for the historic downtown buildings.

Board and Community Participation

This study was made possible by the participation of the Lancaster Festival Board and staff, as well as community leaders and partners, whose participation is sincerely appreciated. The names of some of the people who contributed to this report appear below.

Name	Organization	Title
Tracy Arbuckle*	Arbuckle Phayer Accounting Group LLC	Managing Partner
Martin Barker*	Martin Barker Design	Owner
Matt Brady*	Ale House 1890 and Provisions Bakery and Deli	Owner
Whitney Brown*	Cameo League	President
Amie Cohen*	Fairfield Homes Inc.	Business Services Coordinator
Bob Competti	Innerphase Video Productions	Owner
Deb Connell	The Lancaster Festival	Executive Director
Aundrea Cordle*	Fairfield County	County Administrator
Anne Cyphert*	iHeart Radio	News, Traffic, Weather Reporter
Steve Davis	Fairfield County	County Commissioner
Amy Eyman*	Fairfield County Foundation	CEO
Amanda Everitt	Destination Downtown Lancaster	Executive Director
David Gallimore, Jr.*	Mid-West Fabricating Co.	Business Development
Lisa Gallimore	The Lancaster Festival	Volunteer Coordinator
Bob Heath*		Entrepreneur
Kelson Henwood	The Lancaster Festival	Office Manager
Eleanor Hood*	The Lancaster Festival	Honorary Director
Barbara Hunzicker*	The Lancaster Festival	Honorary Director
John "Jack" Janoso*	Fairfield Medical Center	President and CEO
Allen Joos*	Lancaster Bingo Company	Retired, former Logistics Supervisor
Angela Krile*	Krile Communications	Owner
Laurie Lach*	Ohio University	Asst. Vice President, Alumni Relations & Campus Partnerships
John Lloyd*	Arbor View Family Medicine, Inc.	Physician
Norman Ogilvie Jr.*	Dagger Law	Of Counsel
Judy Root*	Fairfield Federal Savings and Loan	Retired, President
Jeff Sauer*	Rise Realty	Commercial Agent
Gary Sheldon	The Lancaster Festival	Maestro and Artistic Director
Kim Sheldon	The Lancaster Festival	Volunteer, Donor, Former Board
Connor Smith*	Juncture Wealth Strategies	Financial Advisor
David Scheffler	City of Lancaster	Mayor
Jeff Spangler*	Dagger Law	Co-Managing Partner
Rick Szabrak	Fairfield County	Director of Economic and Workforce Development
Laura Tussing*	Park National Bank	Regional President

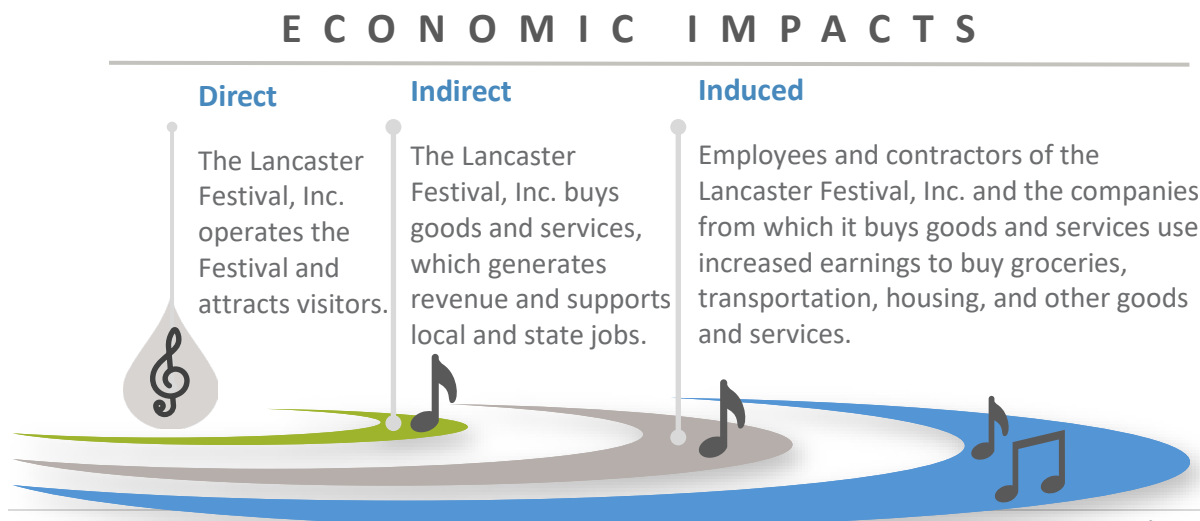
**Denotes member of The Lancaster Festival Board of Directors*

Study Methodology

Economic Impact Analysis

Economic and fiscal impacts can be divided into three component parts, which are referred to as Direct, Indirect, and Induced. Direct impacts represent activity attributable to the Lancaster Festival's operations (e.g., Festival jobs, ticket sales, and artist contracts). Indirect impacts represent the economic activity of the entities that provide goods and services to the Festival. Induced impacts represent the economic activity arising from employee and contractor (both direct and indirect) household spending.

Another way of looking at economic impacts is to think of an economic activity, such as the operations of an art and music festival, as creating "ripples" of economic activity throughout the region being analyzed. The graphic below illustrates this ripple activity. A **Direct** effect describes an initial change in the economy and is the starting point for economic impact analysis. Changes in an economy create "ripples" of economic activity throughout the region being analyzed, with the ripples being described as indirect and induced effects. **Indirect** effects represent changes in the industries that provide goods and services to the economic activity being modeled (e.g., suppliers and service providers). **Induced** effects represent the impact of changes in household spending resulting from the direct and indirect effects. **Total impact** refers to the final cumulative result of all rounds of direct, indirect, and induced activity.



Geographic Areas

The larger a geographic area is (e.g., the State of Ohio), the larger the economic impact of an activity will be when compared to a smaller geographic area (e.g., Fairfield County). This is a function of the economic model capturing more indirect and induced economic activity in a larger geographic area. The estimated economic impacts of the Lancaster Festival's economic activity in the State of Ohio include the estimated impacts of the Festival's activities in Fairfield County.

IMPLAN

IMPLAN (IMpacts for PLANning), one of the most well-respected and widely used methodologies for assessing regional economic impacts, was used to estimate the annual impact of the operating activities of the Lancaster Festival. 2022 IMPLAN data, the most current data available, was used for this study.

IMPLAN is a general input-output model initially developed by the U.S. Forest Service in the 1970's and is now one of the most respected and widely used approaches to regional economic impact analysis. IMPLAN is used by more than 1,000 universities, government agencies, and consultants to estimate the economic and fiscal impacts of investments and/or changes in one or more industries. Data underlying the IMPLAN model is updated annually using thousands of data points from over 90 sources. The main sources for this data include:

- U.S. Bureau of Labor Statistics (BLS) Quarterly Census of Employment and Wages (QCEW)
- U.S. Bureau of Economic Analysis (BEA) Regional Economic Accounts (REA)
- U.S. Census Bureau County Business Patterns (CBP)
- U.S. Bureau of Economic Analysis National Income and Product Accounts (NIPA)

Terminology

	Direct Impacts	Indirect and Induced Impacts
Economic Output	The total value of goods and services produced by the activity being modeled. Output is roughly equivalent to sales or revenue associated with the direct activity.	IMPLAN estimate of the total value of goods and services produced by indirect and induced economic activity. Output approximates sales or revenue associated with this activity.
Jobs	Jobs directly engaged in the activity being analyzed and supported for one year.	IMPLAN estimate of the number of jobs supported by the purchase of goods and services by the activity being modeled (indirect) as well as by changes in household spending (induced).
Labor Income (Earnings)	Wages and benefits associated with direct jobs.	IMPLAN estimate of the total labor income (wages, benefits, and proprietor income) associated with the indirect and induced economic activity.
Households Supported	Estimate of the number of households supported by the economic activity being analyzed.	Estimate of the number of households supported by indirect and induced economic activity.
State and Local Taxes	Estimate of all taxes paid to state and local units of government as a direct result of the economic activity being analyzed.	IMPLAN estimate of all taxes paid to state and local units of government due to indirect and induced economic activity.
Federal Taxes	IMPLAN estimate of all taxes paid to the federal government as a direct result of the economic activity being analyzed.	IMPLAN estimate of all taxes paid to the federal government due to indirect and induced economic activity.

About Silverlode Consulting

Silverlode Consulting was founded in 2002 by two leaders of EY's and PwC's consulting practices. As a national leader in economic impact analysis, Silverlode has helped hundreds of organizations, ranging from non-profit arts groups to multi-national corporations, to measure their impacts on their communities and communicate those impacts to their stakeholders.

By meticulously estimating and effectively communicating the jobs, earnings, taxes, and other impacts of projects, the presence of an organization, or an investment in a community, our work has helped clients to gain approvals, secure funding, and positively shift public opinion. More information about our firm and our work in economic impact analysis can be found on our website at www.silverlodeconsulting.com.



MadCap Puppets performance of When you Wish Upon a Fish



RE: Notice of Temporary Authorization Request Associated with RCRA Permit Renewal Application, Cirba Solutions US, Inc., Lancaster, Ohio, OHD071654958

This letter is intended to provide notice [in accordance with OAC 3745-50-51(F)(2)(c) and 40 CFR 270.42(e)(2)(iii)] of a January 12, 2024 temporary authorization request associated with a December 28, 2023 Class 2 modification request. Cirba Solutions US, Inc. (Cirba Solutions) (EPA ID No. OHD071654958) submitted to the Class 2 modification request to Ohio EPA and U.S. EPA for their existing Hazardous Waste Facility Installation and Operation Permit associated with its facility located at 265 Quarry Road in Lancaster, Ohio. The Lancaster facility specializes in recycling batteries. The Class 2 modification is required because of a proposed new storage unit and re-allocation of battery quantities and chemistries. However, Cirba Solutions is not proposing to increase the site-wide storage capacity of batteries. Appropriate changed pages to the existing Permit application have been submitted to Ohio EPA and U.S. EPA as part of the Class 2 modification.

Cirba Solutions understands that the administrative process for a Class 2 modification requires up to six months to complete. Given the increasing global demand for recycling of lithium ion batteries (LIBs), Cirba Solutions has recently begun a multi-year, multi-million-dollar facility expansion. The expansion includes a federal grant, logistics by numerous contractors, various permits (beyond RCRA), and an increase in the staff at the facility. Cirba Solutions requested the temporary authorization to allow the changes reflected in the Class 2 modification prior to the Ohio EPA and U.S. EPA completion of the administrative process. Timely use of the new storage unit, the re-allocation of battery quantities and chemistries, and the various other operational changes will allow for efficient recycling operations to continue, for construction of the expansion to progress on-schedule (scheduling upsets would be extremely costly), for customer contracts to be met, and to expedite the hiring and training process.

If the temporary authorization is granted, compliance with applicable RCRA regulations will be straightforward. The new storage unit would be identified by painted lines and would follow the same operational procedures as identified in the current RCRA permit and application for the existing 295-1 storage unit. Similarly, the re-allocation of battery chemistries and quantities associated with container storage would generally result in operational consistency as identified in the current RCRA permit and application, with a notable increase in recycling capacity for LIBs and decrease in the recycling capacity of lead acid batteries.

The Cirba Solutions contact person is Michelle LaRocco, who can be reached at 800-852-8127. The permittee's compliance history during the life of the permit being modified is available from the Ohio EPA contact person.

Sincerely,

Michelle LaRocco
Senior Environmental Manager

Reed 1/22/24 RW

To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: January 18, 2024
Subjects: Legal Description Approval Statistic; Overview of Property Tax Rates; and the Board of Revision Process

Legal Descriptions Approved

The number of legal descriptions approved in 2024 increased by 17% reaching a total of nearly 12K.

Overview of Property Tax Rates

Property tax rates in Ohio include *two parts*. There is inside millage (assigned by the State) of ten mills which are divided among local governments. (As used in reference to property tax, 1 mill is equal to \$1 in property tax levied per \$1,000 of a property's assessed value.) The second part is outside millage, or levies that are voted. "Outside" millage is requested by a local government (such as a city, village, or township), school districts, or the county (mostly on behalf of various public entities for things like senior services, social services, mental health services, parks, or protective services.) **A simple majority of yes votes is required to pass a levy for this outside millage, which comprises the *majority of the property taxes levied overall*.**

The Board of Revision Process

Property owners have options to contest their property valuations with the Board of Revision process. Property owners can file a complaint with the Board of Revision (BOR), a quasi-judicial, three-member board made up of the County Auditor, County Treasurer, and the President of the Board of County Commissioners. **By Ohio law, it is up to owners to present evidence supporting their opinion of value as of the tax lien date. (In this case the tax lien date is January 1, 2023.)** For example, that evidence might be an appraisal by a certified appraiser, documentation of recent sales of similar properties in the same neighborhood, or documentation of delayed maintenance or damage to a property. Decisions of the BOR can be appealed by property owners to the Court of Common Pleas or the State Board of Tax Appeals. **The deadline for filing a complaint with the BOR is March 31, 2024, for property values set as of January 1, 2023. (Taxes due relative to 2023 property values are collected in 2024).**

There are standard, good reasons to file a complaint:

- The property has had documented damage in the last three years.
- The property has been sold on the open market (with an arms-length transaction) recently for an amount different than the value set by the county.
- An appraisal has been completed by a certified appraiser that shows a value different than the value set by the county.
- Similar properties in the same neighborhood have recently *been sold* for prices which differ from the property valuation at issue.

Some arguments do not show fair market value:

- While arguments based on *recent sales* of similar properties can be accepted, arguments based on *valuations* of other properties cannot be accepted to demonstrate fair market value.
- It is important to keep in mind that the *property valuation*, not the amount of taxes owed, is the subject of the complaint.

Wins of the Week! January 18, 2024

The week began with positive feedback about the tax estimation tool. Thanks to the REA team for making sure the estimator was available as soon as possible following the approval of the 2023 tax rates for payments in 2024. Residents reported positive experiences using the tool as they considered purchasing property, remodeling, or adding to their existing property. That is good news! Thanks to Rachel Elsea for quickly issuing a new release and for ensuring the tutorial materials were available on the website.

On Tuesday, Carri provided an overview of budgetary processes and the concepts of proper public purpose to the leadership of the County Park District. She also met with the three county libraries to support them in their review and analysis relating to the distribution of local government shared revenues. Each of these efforts were designed to make things more efficient operationally in the coming days.

Also, on Tuesday, Amanda Rollins sent notices to the county, all townships, all corporations, and the County Park District within Fairfield County. The notices related to the Budget Commission meeting that will be held on February 5. ***We are working efficiently to hold a meeting to review the alternative formula during the regular meeting of the Budget Commission.*** Notice for the regular meeting has been posted at the Administrative Courthouse and the REA Offices, which will be the location of the meeting.

Rachel Elsea attended the Canal Winchester State of the City Address and brought back some insight to help with the preparation of the transmittal letter for the year ended 12.31.2023.

On Wednesday, Nick Dilley and his team accepted the return of the journals that were scanned this past year. ***This step marks the end of one phase of the scanning project with GIS and Mapping.***

Thanks to both the Finance teams and REA teams for making January a good month to clean up records that are stored.

On Thursday, Carri presented at the Pickerington Chamber of Commerce Meeting about creative and critical thinking and how thinking relates to organizational health. ***During the presentation, there were multiple Chamber members to comment on the usefulness of the Auditor's webpages.***

Payroll has been processed very efficiently – and ***electronic W-2s are already accessible!*** ***Way to go, Jen Dickerson and Michelle Wright!***

This week, we were able to provide ***our internal control manual to several counties who found the procedures outlined to be helpful in developing their own procedures.***

Thanks to Bev Hoskinson for resolving an issue relating to the payment of bonds, supporting the Juvenile Court and Sheriff's Office in the process. ***Thanks also to Bev for also sending out communication in preparation for grant managers to complete federal schedule summaries. It is good to plan ahead for this important task.***

CAUV applications have already been mailed, and it seems as if the outreach effort from the past couple of years is paying off!

Thanks to Dave Burgei, Greg Forquer, Curt Truax, and all members of REA for the work on the *ASAP plan*.

Thanks for the great examples of customer service in multiple areas – there are timely responses made with accuracy and courtesy!

This week, we *received nice notes of thanks from two vendors, JFS, the Park District, and DD*.

And we learned this week that the Board of Developmental Disabilities is going to honor the County Auditor's Office, along with three other community members, for our work in ensuring our services are all-inclusive for multiple stakeholders. This is so humbling and encouraging.

Last week, during the Commissioners' meeting, people heard a little bit about our use of a self-assessment tool regarding all-accessibility. Using a *self-assessment tool* yielded some insights about our efforts to be as accessible as possible. The first step we accomplished was to change our mindset from physical access, which was provided with compliance procedures, to one of all access, bringing in concepts that focus on the customer experience. This required us to think in new ways.

With this *new mindset*, we developed *three strategic actions*. One action was to design *outreach specifically for Veterans*, considering their unique experiences and paying attention to language sensitive to those experiences. This outreach material is now approved by the Ohio Department of Commerce for continuing education credits for professionals, and we have shared the materials with other offices.

An additional action was to order *sensory bags* for clinically proven items known to comfort and appropriately focus children who are on the autism spectrum, as well as others who may find themselves overwhelmed or impacted by traumatic events. These sensory bags are to be placed in common areas. We think this action will make a difference for our customers and has brought about greater awareness for employees.

The third action taken was to schedule *employee training to support those who are experiencing dementia*. The training is expected to help employees have a deeper understanding and sensitivity about what it is like to live with cognitive impairment and sensory change. The early discussions among the employees have been powerful and fully aligned with our core values of serving with compassion and empathy.

Overall, the self-assessment *helps us provide better service*. The self-assessment tool supplemented our efforts to be *physically accessible and to have ADA compliance with our website*.

Finally, congratulations to Crystal Walker, Jen Dickerson, and Michelle Wright for their acceptance into Ohio University's Women's Leadership Summit cohort. They each received scholarships to participate in the cohort!

Keep up the great work!



FOR IMMEDIATE RELEASE

Thursday, January 25, 2024

Fairfield County Auditor Highlights the 1801 Map of Refugee Lands

Lancaster, Ohio - The Fairfield County Auditor's Office is highlighting the 1801 Map of Refugee Lands in its map room. The 1801 map is a copy of an original map created by Elnathan Scofield. It includes the names of refugees from the Revolutionary War.

Many persons living outside of the American colonies provided emotional and financial support for the American Colonies during the Revolutionary War and subsequently lost their homes, belongings, and livelihoods, or even their lives. Loyalists from Canada were promised land for "their virtuous sufferings in the cause of liberty," and the 1801 Map of Refugee Lands outlines the location of the refugee lands, for which portions were in Franklin, Fairfield, Licking and Perry Counties.

The original map is stored in the special map section at the State Library of Ohio, which is located in Columbus, Ohio. It is the only original map of the Refugee Lands known to exist.

A copy of the map is found at the Fairfield County Auditor's Office at 108 N. High Street in Lancaster. An additional copy is found at the Decorative Arts Center of Ohio, 145 E. Main Street in Lancaster.

The Decorative Arts Center of Ohio is featuring an exhibit titled From Struggle to Strength: Inspiring Journeys of Central Ohio's Refugee Community and Perspective of Color beginning January 27th.

For more information about the 1801 Map of Refugee Lands, please contact Rachel Elsea, Communications Officer for the Fairfield County Auditor, at rachel.elsea@fairfieldcountyohio.gov or call 740 652-7030.

For more information about the DACO exhibit, please visit www.decartsohio.org or call (740) 681-1423.

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TO: Fairfield County Commissioners

DATE: January 23, 2024

FROM: Sheriff Alex Lape

RE: 2023 L.E.T.F.. Report

Attached please find the 2023 Law Enforcement Trust Fund Report for the Fairfield County Sheriff's Office. Attachments include a Deposit recap sheet, an expense recap sheet for each check written in 2023, with a summary of the account activity, and all bank statements and reconciliations for 2023.

If you should have any questions, please do not hesitate to call me or Elisa Dowdy.


Sheriff Alex Lape



Fairfield County
**Health
Department**

PRESS RELEASE 1/23/2024

For Immediate Release

For More Information Contact:

Fairfield County Health Department

Baylie Blevins, Public Information Officer

740.652.2835

Baylie.blevins@fairfieldcountyohio.gov

Two Traffic Fatalities in Quarter 4 of 2023 in Fairfield County

[Lancaster, OH] - The Fairfield County Health Department's (FCHD) Safe Communities Coalition reported two crash fatalities in Fairfield County during October through December of 2023. Our sincere condolences to the families and loved ones involved.

- October 2023- One fatal crash reported
- November 2023- One fatal crash reported
- December 2023- Zero fatal crashes reported

There were 15 fatal crashes in 2023, which is 3 more than the 12 fatal crashes reported in 2022. The variables contributing to these fatal accidents include but are not limited to: alcohol and drug related, motorcycle related, speed related, youth related.

The Fairfield County Health Department's Safe Communities Coalition consists of community partners working together in an effort to reduce traffic-related deaths and injuries through awareness and education. In collaboration with the coalition, the Fairfield County Health Department will provide monthly fatality reports to the community. For more information on traffic safety issues and crash data in Fairfield County, you can visit the Ohio State Highway Patrol website at: <https://statepatrol.ohio.gov/dashboards-statistics/ostats-dashboards/crash-dashboard>

For more information on Fairfield County Health Department's Safe Communities Coalition, please visit:

<https://www.fairfieldhealth.org/Health-Promotion-Division/Safe-Communities.html>

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1550 Sheridan Dr, Suite 100 • Lancaster, Ohio 43130 • (T) 740.652.2800 • (F)
740.653.8556 • fairfieldhealth.org

Fairfield County Health District Advisory Council Updates

I wanted to get some information out before the March 28th DAC meeting:

- The Board of Health approved our 2025 budget. The Ohio Revised Code requires the Board to adopt a budget for the next year before the end of February the current. The budget includes a 2.5% increase in the township and village and the City of Lancaster funding levels. This is less than the 3% increase already approved for 2024.
- Dr. Kapetansky has left the Board of Health to take on the role of our Medical Director position vacated by Dr. Aebi. We will need to replace him with another physician at the DAC meeting. We are looking for replacement candidates. Let me know if you have any recommendations and I can send them an application.
- Michele Morrone, Ph.D., REHS, was appointed to fill Dave Petty's position last year. She has been a great addition to the Board. Her term expires this year, so she will need to be reappointed or replaced in March as well.
- The DAC meeting is scheduled for Thursday, March 28, 2024, 7:00 PM-8:00 PM at the County Records Center, 138 West Chestnut St., Lancaster. As a reminder, one township trustee representative from each township, the Mayor of each village or their representative, and one of the County Commissioners, make up the District Advisory Council.

We are working on completing our 2023 Annual Report and will send it out as soon as it is finished.

If you have any questions, please let me know.

Thanks,
Joe Ebel



R. Joseph (Joe) Ebel REHS, MS, MBA
Health Commissioner
Fairfield County Health Department

📞 (740) 652-2858 ✉ joe.ebel@fairfieldcountyohio.gov

💻 www.fairfieldhealth.org

📍 [1550 Sheridan Dr., Suite 100, Lancaster, Ohio 43130](#)



2025	Budget	GENERAL FUND	CAMPGROUND	NURSING	FOOD SAFETY	WATER	SEWAGE	WIC	CAPITAL IMPROVEMENT	POOLS	NUISANCE ABATEMENT	BIOTERRORISM	C&DD	All Funds
	REVENUE	7003	7005	7006	7008	7009	7011	7012	7013	7017	7311	7321	7646	Total
431100	GENERAL PROPERTY TAXES	593,013.75	-	-	-	-	-	-	-	-	-	-	-	593,013.75
432000	LICENSES AND PERMITS	4,000.00	5,000.00	-	275,000.00	-	-	-	-	-	-	-	61,250.00	345,250.00
432100	BUSINESS LICENSES AND PERMIT	-	-	-	-	115,000.00	220,000.00	-	-	24,150.00	-	-	-	359,150.00
432200	NONBUSINESS LICENSES & PERM	-	-	-	-	-	-	-	-	-	-	-	-	-
433000	INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-	-	-	-	-	8,000.00	8,000.00
433100	FEDERAL GOVERNMENT GRANTS	150,000.00	-	-	-	-	-	487,478.00	-	-	-	145,000.00	-	782,478.00
433109	HEALTHY COMMUNITIES GRANT	25,000.00	-	-	-	-	-	-	-	-	-	-	-	25,000.00
433117	CRIBS FOR KIDS	42,450.00	-	-	-	-	-	-	-	-	-	-	-	42,450.00
433118	TOBACCO	60,000.00	-	-	-	-	-	-	-	-	-	-	-	60,000.00
433119	MOSQUITO CONTROL GRANT	25,000.00	-	-	-	-	-	-	-	-	-	-	-	25,000.00
433124	MINI GRANTS	95,000.00	-	-	-	-	-	-	-	-	-	-	-	95,000.00
433125	GET VACCINATED	-	-	38,590.00	-	-	-	-	-	-	-	-	-	38,590.00
433126	PROJECT DAWN	36,000.00	-	-	-	-	-	-	-	-	-	-	-	36,000.00
433400	STATE SUBSIDY	82,500.00	-	-	-	-	-	-	-	-	-	-	-	82,500.00
433927	LANCASTER CORP	381,300.00	-	-	-	-	-	-	-	-	-	-	-	381,300.00
434000	CHARGES FOR SERVICES	-	-	-	4,640.00	12,500.00	-	-	-	-	-	-	-	17,140.00
434013	IMMUNIZATIONS	-	-	120,000.00	-	-	-	-	-	-	-	-	-	120,000.00
434100	MEDICARE	-	-	-	-	-	-	-	-	-	-	-	-	-
434400	SANITATION	-	-	-	-	-	-	-	-	-	-	-	-	-
434410	VITAL STATISTICS	300,000.00	-	-	-	-	-	-	-	-	-	-	-	300,000.00
434415	PLUMBING	225,000.00	-	-	-	-	-	-	-	-	-	-	-	225,000.00
434420	MOSQUITO CONTROL SERVICES	22,220.00	-	-	-	-	-	-	-	-	-	-	-	22,220.00
434425	MANUFACTURED HOME PARKS	2,300.00	-	-	-	-	-	-	-	-	-	-	-	2,300.00
434430	CONTRACT SERVICES	1,500.00	-	25,000.00	-	-	-	-	-	-	-	-	-	26,500.00
434435	MAC PAYMENTS	-	-	90,000.00	-	-	-	-	-	-	-	-	-	90,000.00
434500	BCMh PAYMENTS	-	-	40,000.00	-	-	-	-	-	-	-	-	-	40,000.00
434520	HEALTH AND INSPECTION FEES	-	-	-	-	-	-	-	-	-	-	-	120,000.00	120,000.00
436100	INVESTMENT EARNINGS	-	-	-	-	-	-	-	-	-	-	1,000.00	-	1,000.00
438000	OTHER RECEIPTS	1,500.00	-	-	-	-	-	-	-	-	-	-	-	1,500.00
439041	OWDA LOAN REVENUE	-	-	-	-	-	150,000.00	-	-	-	-	-	-	150,000.00
	Total Income	\$2,046,783.75	\$5,000.00	\$313,590.00	\$279,640.00	\$127,500.00	\$370,000.00	\$487,478.00	\$0.00	\$24,150.00	\$0.00	\$146,000.00	\$189,250.00	\$3,989,391.75
439100	INTERFUND TRANSFERS IN	-	-	175,000.00	-	-	-	35,000.00	-	-	-	-	-	210,000.00
	Total Interfund Transfers	-	-	175,000.00	-	-	-	35,000.00	-	-	-	-	-	210,000.00
	Total Fund Revenue	\$ 2,046,783.75	\$ 5,000.00	\$ 488,590.00	\$ 279,640.00	\$ 127,500.00	\$ 370,000.00	\$ 522,478.00	\$0.00	\$ 24,150.00	\$0.00	\$ 146,000.00	\$ 189,250.00	\$ 4,199,391.75

2025		GENERAL FUND	CAMPGROUND	NURSING	FOOD SAFETY	WATER	SEWAGE	WIC	CAPITAL IMPROVEMENT	POOLS	NUISANCE ABATEMENT	BIOTERRORISM	C&DD	All Funds
	EXPENSE	7003	7005	7006	7008	7009	7011	7012	7013	7017	7311	7321	7646	Total
511010	EMPLOYEE SALARIES	850,000.00	2,288.00	249,500.00	178,920.00	57,750.00	147,000.00	333,100.00	-	11,865.00	-	166,000.00	48,000.00	2,044,423.00
514000	ACCRUAL PAYOUTS	15,000.00	45.00	1,500.00	2,600.00	1,100.00	1,100.00	12,000.00	-	200.00	-	3,000.00	1,000.00	37,545.00
514050	PUBLIC SVCS RECOG CREDIT	3,500.00	-	-	-	-	-	-	-	-	-	-	-	3,500.00
521000	HEALTH/DENTAL	155,000.00	1,160.00	70,000.00	32,436.23	16,632.00	38,495.78	90,500.00	-	5,500.00	-	30,000.00	18,755.00	458,479.01
521025	HLTH INS - EAP	40.00	-	13.00	-	5.00	-	22.00	-	5.00	-	10.00	-	95.00
521100	LIFE INSURANCE	428.00	6.00	140.00	150.00	40.00	120.00	250.00	-	10.00	-	100.00	30.00	1,274.00
522000	MEDICARE	12,325.00	34.00	3,617.75	2,600.00	837.38	2,131.50	4,829.95	-	172.04	-	2,407.00	815.00	29,769.62
523000	PERS	119,000.00	320.32	34,930.00	25,050.00	8,085.00	20,580.00	46,634.00	-	1,700.00	-	23,240.00	6,720.00	286,259.32
525000	UNEMPLOYMENT	-	-	-	-	-	-	-	-	-	-	-	-	-
526000	WORKERS COMPENSATION	8,000.00	100.00	1,500.00	1,800.00	575.00	1,260.00	3,500.00	-	175.00	-	1,800.00	750.00	19,460.00
530000	CONTRACT SERVICES	60,000.00	-	9,000.00	3,000.00	11,000.00	150,000.00	4,000.00	50,000.00	-	10,000.00	-	3,000.00	300,000.00
533030	FINANCIAL AUDIT	13,500.00	25.00	500.00	1,500.00	450.00	1,200.00	2,500.00	-	100.00	-	-	300.00	20,075.00
534010	STATE CERTIFICATION FEES	145,000.00	850.00	-	17,000.00	21,000.00	14,000.00	-	-	3,200.00	-	-	150,000.00	351,050.00
541020	SOLID WASTE DISPOSAL	-	-	-	-	-	-	-	-	-	-	-	8,500.00	8,500.00
543010	EQUIPMENT MAINTENANCE	8,500.00	-	2,500.00	2,500.00	1,750.00	4,000.00	1,000.00	-	300.00	-	500.00	700.00	21,750.00
544000	RENTALS/LEASE	2,500.00	-	450.00	300.00	100.00	100.00	2,200.00	-	-	-	1,500.00	50.00	7,200.00
544010	EQUIPMENT RENTAL/LEASE	1,800.00	-	-	-	-	-	-	-	-	-	-	-	1,800.00
550050	BOARD OF HEALTH EXPENSE	3,500.00	-	-	-	-	-	-	-	-	-	-	-	3,500.00
550400	TRAINING, MEMBERSHIP, DUES	25,000.00	-	750.00	350.00	-	-	480.00	-	150.00	-	-	-	26,730.00
552015	LIABILITY INS	6,500.00	16.00	700.00	2,800.00	1,500.00	1,900.00	2,100.00	-	100.00	-	800.00	1,500.00	17,916.00
553010	CELLULAR	4,200.00	36.00	2,160.00	1,800.00	500.00	1,650.00	-	-	110.00	-	1,800.00	620.00	12,876.00
553020	INTERNET	1,700.00	-	-	-	-	-	-	-	-	-	-	-	1,700.00
554000	ADVERTISING	12,500.00	-	-	350.00	-	-	-	-	-	-	-	-	12,850.00
555000	PRINTING & BINDING	-	-	-	-	-	-	-	-	-	-	-	-	-
558000	EMPLOYEE REIMBURSEMENT	8,000.00	100.00	500.00	1,600.00	450.00	450.00	200.00	-	125.00	-	500.00	100.00	12,025.00
560000	MATERIALS & SUPPLIES	45,000.00	-	140,000.00	2,500.00	2,100.00	2,100.00	-	-	200.00	-	-	350.00	192,250.00
561100	GRANT SUPPLIES	65,000.00	-	1,000.00	-	-	-	12,000.00	-	-	-	2,000.00	-	80,000.00
574000	EQUIPMENT/SOFTWARE/FIXTURE	17,000.00	-	4,000.00	1,000.00	700.00	1,500.00	2,600.00	-	-	-	1,000.00	100.00	27,900.00
574110	COPIERS	-	-	-	-	-	-	-	-	-	-	-	-	-
574200	VEHICLES	-	-	-	-	-	-	-	-	-	-	-	-	-
590300	REFUND REIMBURSEMENTS	5,000.00	-	-	400.00	1,000.00	1,000.00	-	-	-	-	-	-	7,400.00
	Total Expenses	\$1,587,993.00	\$4,980.32	\$522,760.75	\$278,656.23	\$125,574.38	\$388,587.28	\$517,915.95	\$50,000.00	\$23,912.04	\$10,000.00	\$234,657.00	\$241,290.00	\$3,986,326.95
700000	CASH TRANSFERS	210,000.00	-	-	-	-	-	-	-	-	-	-	-	210,000.00
	Total Interfund Transfers	210,000.00	-	-	-	-	-	-	-	-	-	-	-	210,000.00
	Total Fund Expenses	\$1,797,993.00	\$4,980.32	\$522,760.75	\$278,656.23	\$125,574.38	\$388,587.28	\$517,915.95	\$50,000.00	\$23,912.04	\$10,000.00	\$234,657.00	\$241,290.00	\$4,196,326.95



Fairfield County Health Department

R. Joseph Ebel RS, MS, MBA
Health Commissioner

Applying for Appointment to the Board of Health of the Fairfield County General Health District

The Fairfield County General Health District Advisory Council, consisting of the president of the board of county commissioners, the chief executive of each municipal corporation not constituting a city health district, and the chairperson of the board of township trustees of each township, meet annually in March for the purpose of electing the chair and the secretary, making necessary appointments to the board of health, receiving and considering the annual or special reports from the board of health, and making recommendations to the board of health or to the department of health in regard to matters for the betterment of health and sanitation within the district or for needed legislation.

The district advisory council shall appoint five members of the board of health. At least one member of the board of health shall be a physician. Appointments shall be made with due regard to equal representation of all parts of the district. Board member terms shall be for a period of five (5) years. When a vacancy in the membership of the board occurs, it shall be filled in the same manner as an original appointment and shall be for the unexpired term.

The Fairfield County General Health District consists of the townships and villages located within Fairfield County. The Fairfield County Health Department also serves the City of Lancaster through a public health services contract with the city. The cities of Pickerington, Canal Winchester, and Reynoldsburg contract with Franklin County Public Health for their public health services, and are not part of our health district.

The Board of Health currently meets on the second Wednesday of each month, at 4:00PM.

For consideration at the March District Advisory Council meeting, please return the completed application form, and your resume (optional), by February 15th to:

Health Commissioner
Fairfield County Health Department
1550 Sheridan Dr. Suite 100
Lancaster, OH 43130

or email to joe.ebel@fairfieldcountyohio.gov.

Application for Appointment to the Fairfield County Board of Health

Name: _____

Home Address: _____

Phone: _____ Email: _____

Preferred contact method: ☐ Phone ☐ Email

Township or Village of residence: _____

Current employer and position: _____

Please describe the area(s) of expertise/contribution that you feel you can make as a board member. You may also attach a resume.

Please list prior experience serving as a Board member or volunteer for other organizations:

Why are you interested in serving as a Fairfield County Board of Health member?

Signature: _____ Date: _____



FEMA

January 16, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Steve Davis
President, Fairfield County Board of Commissioners
210 East Main Street, Room 302
Lancaster, Ohio 43130

Dear President Davis:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for Fairfield County, Ohio, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on April 25, 2024; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations (CFR) Section 60.3(d)

As noted in FEMA's letter dated October 25, 2023, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Fairfield County. Therefore, Fairfield County should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for Fairfield County will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Ohio Department of Natural Resources. You may contact Alicia Silverio, CFM, the NFIP State Coordinator, by telephone at (614) 265-1006, in writing at 2045 Morse Road, Building B-3, Columbus, Ohio 43229, or by electronic mail at alicia.silverio@dnr.ohio.gov.

The FEMA Regional staff in Chicago, Illinois, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for Fairfield County and will ensure its

The Honorable Steve Davis

January 16, 2024

Page 2

participation in the NFIP. The Regional Office may be contacted by telephone at (312) 408-5500 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region 5, at 536 South Clark Street, Sixth Floor, Chicago, Illinois 60605.

The NFIP State Coordinating Office for your State has verified that Ohio communities may include language in their floodplain management measures that automatically adopt the most recently available flood elevation data provided by FEMA. Your community's floodplain management measures may already be sufficient if the measures include suitable automatic adoption language and are otherwise in accordance with the minimum requirements of the NFIP. The NFIP State Coordinator can assist you further in clarifying questions you may have about automatic adoption.

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until April 25, 2024, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by April 25, 2024. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Additional information on community suspensions as proposed, other notices of current NFIP community status information, and details regarding updated publication requirements of community eligibility status information under the NFIP can be found on the Community Status Book section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book. Notices for scheduled suspension will be available on the National Flood Insurance Community Status and Public Notification section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book/public-notification. Individuals without internet access will be able to

The Honorable Steve Davis
January 16, 2024
Page 3

contact their local floodplain management official and/or NFIP State Coordinating Office directly for assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Sears". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Thomas C. Sivak, Regional Administrator, FEMA Region 5
Alicia Silverio, CFM, NFIP State Coordinator, Ohio Department of Natural Resources
Joshua Hillberry, Regional Planner, Fairfield County



R. KYLE WITT
FAIRFIELD COUNTY PROSECUTING ATTORNEY

January 22, 2024

Carri L. Brown
Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Re: **Law Enforcement Trust Fund Report**
(January 1, 2023 through December 31, 2023)

Dear Auditor Brown:

Enclosed please find an original and one copy of this office's Law Enforcement Trust Fund Report for 2023. Also attached is the 2023 Check Register for this account, which our office maintains electronically, and a copy of the monthly bank statements for 2023.

Please file-stamp one copy and return to our office for retention.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

R. Kyle Witt
Fairfield County Prosecuting Attorney

Enclosure
cc: Board of Commissioners

✓ COPY



Fairfield County 2024 Member

Chris Abbuhl
2024 CCAO President
Tuscarawas County Commissioner

Cheryl Subler
CCAO Executive Director

STRONGER COUNTIES. STRONGER OHIO.



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

January 25, 2024

- The week began with a great all-team meeting at the County Auditor's Office. **Two educational videos** about communicating with those who are showing signs of dementia were discussed. These videos provided tools for communicating in multiple environments.
- Early in the week, we also were encouraged by **three positive articles posted in traditional media** environments. Thanks to Rachel Elsea for her work!

★ Thanks to **Bev Hoskinson** for submitting the Ohio Checkbook data for 2023 in such a timely manner. Participating entities have the opportunity to show more transparency to their citizens.

- **We welcomed Mesina Clark to her new position with the County Auditor's Office this week. She is our newest Deputy Auditor – Financial Systems.**

Mesina comes to us with exceptional qualifications. She holds a Bachelor of Business Administration degree from Ohio University and has a strong background using MS Office, financial reporting, and her collaboration skills. She has worked with the Ohio Department of Education, has managed a call center, has led inventory control functions, and most recently has worked as a senior scheduler for Nationwide Children's Hospital. Mesina will report to Angel Horn, Financial Systems Manager, and will initially be responsible for fixed asset reporting. She will also be serving as a back-up for accounts payable and settlement positions. We are excited to welcome Mesina to her new role.

Mesina is filling the position vacated at the end of the year by Christina Wetzel. We understand Christina is enjoying her work with Tyler Technologies.

- On Monday, Bev and Carri connected with Mitch Noland, Rick Szabrak, and Jeremiah Upp to offer some helpful observations in support of the **Basil-Western Road** project. This project involves grant funding, collaboration among multiple entities, and economic development tools. There are updates needed for a county grant budget (consistent with the grant terms and conditions), the TID budget, and the county's redevelopment fund budget, as well as an amendment needed for the intergovernmental agreement. We outlined reasoning behind the updates and provided information that would be helpful to project managers and those charged with financial stewardship of the project, which is a significant project that will make a big difference for Fairfield County.
- The County Auditor Senior Leaders met on Monday to discuss policy, procedures, training, disaster recovery plans, and an all-access update. Thanks to the managers for their **collaboration across departmental lines**.

★ **Bev Hoskinson commented on the collaboration demonstrated by HR (with Abby Watson leading the way) and Payroll (with Jen Dickerson leading the way). We appreciate the strong organizational and follow-up skills being demonstrated with the collaboration.**

CONTACT US!

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

co.fairfield.oh.us/auditor • ✕ FairCoAuditor • f FairfieldCountyAuditor • @ FairCoAuditor • in fairfield-county-auditor



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

January 25, 2024

- Carri participated in a CAAO meeting about property tax reform on Tuesday. She continues to support improvements to the Homestead program. We believe seniors and Veterans should have appropriate support to keep their homes.
- **The CAAO committee is now providing information as requested by legislators and is working towards ways to be advocates for changes.**



The first **Board of Revision** meeting of the season was held this week. It was a short meeting to address remitting penalties and interest and one informal offer for a property. **Bravo to Josh Harper for the preparation of a concise memo about the informal offer. Thanks to Josh Harper for his observations about the advantages of the Land Bank. Thanks to the leadership of the Land Bank for their work in improving properties throughout the county.**

- Thanks to **Makala Finley** for her follow-up communication about CAUV applications and her input to the potential creation of a fact sheet.
- Dave Burgei and Carri met this week to plan more **to improve the process for lot splits**. The purpose of this deep dive into the lot split process is to make the process easier to understand and potentially more efficient.
- Thanks to **Bev Hoskinson, Jen Dickerson, JoJo Harmon, and Michelle Wright** for attending Tyler training relating to our reporting module. We are moving ahead to help others have a more robust reporting system.
- Thanks to **Meagen Bowland for attending the CRMS training** conducted by the County Commissioners' Office. She enjoyed the training and brought back information for others.



Thanks to Angel Horn for working with Amanda Rollins to continue to make progress on the creation of the packets for the next Budget Commission meeting. They are updating the desk manual as they go as there are some areas that need more details. **Thanks also to Angel Horn and her team for connecting with State Auditor officials on a regular basis to ensure the Annual Comprehensive Financial Report project is on task. This involves the collaboration and prioritization of multiple departments.**

- On Thursday, Rachel Elsea represented the office at the annual **Destination Downtown Lancaster meeting**.

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

January 25, 2024

- Carri attended the most recent DACO Open House. The next exhibit honors Ohio's Refugee community. ***A copy of the historical Refugee Road map was provided to DACO.*** Rachel Elsea has been communicating about the DACO exhibit on several social medial platforms.
- Thanks to **Greg Forquer** for attending the American Society of Farm Managers and Rural Appraisers conference and providing good summaries from the conference and also from the Columbus Board of Realtors reports.
- Thanks to **Bev Hoskinson, Jen Dickerson, and Michelle Wright** for attending the RITA seminar on municipal tax withholdings and for providing summaries to all.

★ This week, the 1099's were prepared and provided– ahead of the deadline and even though there have been reporting issues with the IRS portal. Thanks to Bev Hoskinson and Lori Hampshire (as well as the whole Finance Team) who made sure the filings happened appropriately.

★ Thanks to the Board of Developmental Disabilities for opening their monthly CPR and first aid classes up to us.

- This week, we answered several calls about tax bills. Thanks, again, to Josh Harper for his informative overview.

★ And the websites continue to receive a lot of positive comments for their usefulness. This week, two realtors, a school official, and a reporter commented to me about how helpful the mapping tools, the parcel look up page, and the main pages were for them.

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To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: January 25, 2024
Subjects: Budget Commission, Basil-Western Road Project, Dog Registration Deadline & Virtual Dog Show, Homestead Program, 2024 Performance Assessments and Annual Retreat, US Census Reporting, and OPERS Analysis

Budget Commission

We have prepared packets for the February 5, 2024, meeting to be held beginning at 8:30 am. There will be time to review the alternative formula for the distribution of local government funds during the meeting. We continue to receive positive feedback about the efficient conduct of the meetings.

Basil-Western Road Project

On January 22, following up to communication on December 7, we connected with Mitch Noland, Rick Szabrak, and Jeremiah Upp to offer some helpful observations in support of the Basil-Western Road project. There are updates needed for a county grant budget (consistent with the grant terms and conditions), the TID budget (for this separate political subdivision), and the county's redevelopment fund budget, as well as an amendment needed for the intergovernmental agreement. We outlined reasoning behind these updates and provided information to be helpful to project managers and those charged with financial stewardship of the project, which is a significant project that will make a big difference for Fairfield County.

Dog Registration Deadline & Virtual Dog Show

The regular period for Dog License registration ends January 31, as does the virtual dog show. There has been tremendous positive energy surrounding the virtual dog show.

Homestead Program

For those participating in the Homestead program, the average saving for the regular program is about \$375 annually. For veterans, the average saving is over \$700 annually. About 8500 residences are included in the Homestead program overall.

2024 Performance Assessments and Annual Retreat

Since 2022, employees of the County Auditor have had interim and annual performance assessments, with individual goals aligned with county and our office strategic plan. This has had a positive effect. We are continuing the program under ORC 325.25 to recognize outstanding employee performance in connection with the annual performance assessment. This program is for personal time in connection with the performance assessment ratings, and there is no additional budgetary impact. Employees have reported they appreciate this effort. We will also hold an annual retreat in 2025, which includes required training.

US Census Reporting

We are prepared to participate in the annual Boundary and Annexation Survey with the US Census Bureau. We in Fairfield County report on behalf of all governments within the county. The County Auditor's Geographical Information System team will gather information and respond with changes in one submittal on behalf of all municipalities and jurisdictions located in Fairfield County. If there are any question, the GIS team is available. For additional information on the Census BAS program:

Website: <https://www.census.gov/programs-surveys/bas.html>

OPERS Analysis

We are aware of potential legislative changes to increase the OPERS employer percentage for contributions. *For each percent change*, considering current information, the general fund would experience an increase in expenditures of approximately \$34 K annually; JFS would experience an increase in expenditures of approximately \$14 K annually. These are the two funds with most significant effects. For all funds, each percentage change would result in an increase of \$90 K annually. There is a detailed spreadsheet that will be provided to departmental financial officers for planning purposes.

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co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor

Juvenile court judge Terre Vandervoort heads plan to prevent school violence



Jeff Barron

Lancaster Eagle-Gazette

January 26, 2024

LANCASTER – Fairfield County Prosecutor Kyle Witt said school safety is something that keeps him up at night.

"The tragic realities we see and the incidents of violence in our schools publicized throughout the nation, one thing that keeps you up at night is could it happen here?" he said at Tuesday's county commission meeting. "I think the public expects and deserves law enforcement and a juvenile justice system that's going to be proactive on this issue."

County officials are doing just that, as Fairfield County Juvenile and Probate Court Judge Terre Vandervoort told the commissioners about the county's school threat assessment response protocol plan. Vandervoort worked with various law enforcement, county and school officials in devising the plan.

She said preventing school violence is one of the county's priorities.

"The goal of this threat assessment protocol is so reduce the risk of an incident of targeted violence in our Fairfield County schools through the formalization of a comprehensive protocol for Fairfield County school districts, law enforcement and mental health professionals that helps identify individuals whose behavior causes concern and facilitates communication of those concerns to involved parties," Vandervoort said.

The involved parties will then decide on the best way to deal with whoever is deemed a threat.

In other meeting news:

- County economic development director Rick Szabrak said the Lancaster and Fairfield Union school districts have received cars to start providing driver's education to students.
- Commissioner Steve Davis was named to a state committee looking for ways to better provide attorneys for the poor in court cases.

jbarron@gannett.com

740-681-4340

Twitter/X: @JeffDBarron

David Levacy, Commissioner
Jeff Fix, Commissioner
Steve Davis, Commissioner
210 East Main Street, Room 301
Lancaster, Ohio 43130

Bill Yates, Trustee
Terry Horn, Trustee
Doug Leith, Trustee
11420 Millersport Road
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am writing to say I am in support of the Eastern Cottontail Solar project in Fairfield County for many reasons, one being the positive benefits this project would have on our local and statewide environment.

We must bring clean, non-polluting development into our communities and state, especially those that can help us meet a growing energy demand.

Not only would the development of Eastern Cottontail ensure that Fairfield preserves farmland for future generations, it would also maintain the robust wildlife habitat better than a housing development or other infrastructure that may be placed on the land.

Renewable energy projects like Eastern Cottontail Solar are an important part of the future of Ohio's economy and environment. The economic, community, infrastructure, and health benefits this project will bring our state are significant.

I urge your support of the Eastern Cottontail Solar Project.

Name: Austin Thrapp

Address: 9419 Walnut Dowler Rd Logan, OH 43138

cc: Ohio Power Siting Board

David Levacy, Commissioner
Jeff Fix, Commissioner
Steve Davis, Commissioner
210 East Main Street, Room 301
Lancaster, Ohio 43130

Bill Yates, Trustee
Terry Horn, Trustee
Doug Leith, Trustee
11420 Millersport Road
Millersport, Ohio 43046

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I urge your support of the Eastern Cottontail Solar Project.

Name: Eli Schlick.

Gov. Schick

Address: 763 Laurel Blvd. Lancaster OH

cc: Ohio Power Siting Board

Renewable
is the ONLY
way!

David Levacy, Commissioner
Jeff Fix, Commissioner
Steve Davis, Commissioner
210 East Main Street, Room 301
Lancaster, Ohio 43130

Bill Yates, Trustee
Terry Horn, Trustee
Doug Leith, Trustee
11420 Millersport Road
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I urge your support of the Eastern Cottontail Solar Project.

Name: Cassie Richards

Address: 9415 Twp. Rd 51, Mt. Perry OH 43040

cc: Ohio Power Siting Board



Department of
Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

January 23, 2024

CLERK OF FAIRFIELD COUNTY COMMISSIONERS
210 E MAIN ST #301
LANCASTER OHIO 43130

Re: **TRFO C1 PERMIT #2485484**
ZANE TRACE CONVENIENCE LLC (amended)
4985 CINCINNATI ZANESVILLE RD
PLEASANT TWP
LANCASTER OHIO 43130

Dear Sir/Madam:

You are hereby notified for informational purposes only, that in compliance with the mandatory provisions of Section 4303.26, Ohio Revised Code, a notice of the filing and pendency of the captioned application was sent by certified mail to your local legislative authority on **07/10/2023**.

This is to inform you that the correct "**APPLICANT NAME**" is **Zane Trace Convenience LLC**. This is a change from the original notice sent to the local legislative authority.

The Division of Liquor Control has determined that the corrected information does not involve any geographical or business change. The only action required is the changing of your official records to correspond with the corrected name or address.

If you have any questions **concerning this matter** please feel free to contact us at fileinquiry@com.ohio.gov, or go to com.ohio.gov/ineedhelp for additional Guides & Resources. **Don't miss out on important information**, sign-up at com.ohio.gov/stayinformed.

TJJ:mj

DLC 4013



**Department of
Transportation**
transportation.ohio.gov

Mike DeWine, *Governor*
Jon Husted, *Lt. Governor*
Jack Marchbanks, Ph.D., *Director*

January 22, 2024

RE Open House Public Meeting
I-70/SR 256/Taylor Road Interchange Improvements
FAI/LIC IR70 0.00/0.00 PID 96808

Dear Neighbor,

The Ohio Department of Transportation (ODOT) would like to invite you to an open house public meeting. Public input is an important part of project development and provides valuable feedback that helps guide decision-making through all phases of development.

The proposed I-70/SR 256/Taylor Road Interchange Improvements will address above-average crash rates and traffic congestion that result in travel delays along I-70 east of downtown Columbus. This project is referred to as “Project Area 4” of the Far East Freeway project and includes the area in and around SR 256 and Taylor Road. For more information on the Far East Freeway project, visit the following website: <https://www.transportation.ohio.gov/projects/projects/96808>.

A Feasibility Study was prepared and compared alternatives to meet the project’s purpose and need. The study evaluated alternatives for the widening of I-70, different interchange designs at Taylor Road, eastbound and westbound I-70 collector-distributor (CD) road alternatives, and westbound Taylor Road exit alternatives within the project corridor. Environmental impacts are anticipated due to this project including wetland and stream impacts, minor floodplain impacts, and minor trail impacts. Construction on I-70 near State Route 256 and Taylor Road is estimated to begin as early as 2027, depending on the availability of funding. Additional notices will be provided prior to construction.

Any interested parties who would like to see what is being proposed are encouraged to attend and participate in the open house public meeting. We want your comments regarding the social, environmental, and economic impacts of this proposed project. The purpose of this open house is to provide an update on the project, present the recommended alternative, and obtain public input.

When:	February 22, 2024 6-8 p.m. - Open House Public Meeting
Where:	Violet Township Administration Offices 10190 Blacklick-Eastern Road NW Pickerington, Ohio 43147

Anyone needing special assistance at the open house public meeting (i.e. language interpretation, sign language, etc.) can call 740-323-5194 by February 12, 2024, to ensure those services are available.

If you are unable to attend the open house public meeting, you may visit the project website: <https://www.transportation.ohio.gov/projects/projects/96808> to review the project information and submit your questions or comments. Your comments and concerns are important to us. All meeting materials, including displays and comment forms, will be available on the website (above) for 30 days.

Additionally, if you are unable to attend the open house public meeting, we have included a comment form that can be mailed back to ODOT. We request that any questions and/or comments be submitted no later than **March 22, 2024**, by email, telephone, or mail at the contact information below.

Ty Thompson, P.E.
Ohio Department of Transportation
9600 Jacksontown Road SE
Jacksontown, Ohio 43030
ty.thompson@dot.ohio.gov
740-323-5194

Public participation is solicited without regard to race, color, sex, age, national origin, or disability.

Si desea que los materiales para esta reunión son traducidos a español, contacte a Ty Thompson tan pronto que sea posible a ty.thompson@dot.ohio.gov o por teléfono a (740) 323-5194.

We sincerely appreciate your involvement!

Respectfully,
Ohio Department of Transportation

A handwritten signature in blue ink that reads "Ty Thompson". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Ty Thompson, P.E.
Project Manager



Contact information is not required but will ensure you receive a response, should one be required.

Name: _____

Mailing address (or nearest cross streets): _____

Email address: _____ Phone: _____

Address of impacted property (or nearest cross streets): _____

How did you hear about this meeting? (Select all that apply.)

- ☐ Newspaper ☐ Mailed letter ☐ TV or radio ☐ Church ☐ Word-of-mouth
☐ ODOT website ☐ Social media ☐ Email ☐ Other: _____

What is your interest in the proposed project? (Select all that apply.)

- ☐ Area Resident ☐ Area business owner or employee ☐ Commuter
☐ Other: _____

How often do you travel in the project area?

- ☐ Daily ☐ A few times a week ☐ Weekly ☐ A few times a month ☐ Monthly
☐ Other: _____

How do you usually travel through the project area? (Select all that apply.)

- ☐ Automobile ☐ Bicycle ☐ Walk ☐ Other: _____

How often do you use the Blacklick Creek Trail within the Blacklick Woods Metro Park?

- ☐ Daily ☐ A few times a week ☐ Weekly ☐ A few times a month ☐ Monthly
☐ Other: _____

How should the proposed design of the Taylor Road entrance to Haaf Farm Drives function as?

- ☐ No access (complete closure of the entrance) ☐ Full Access (right and left turns allowed onto Taylor Road and out of Haaf Farms) ☐ Right-in only (current design) ☐ Right-in and right-out (current design plus allowed access to Taylor Road) ☐ Other: _____

**COMMENTS DUE BY
March 22, 2024**

Comments may be submitted:

- Verbally or in writing after the public meeting
- By email at ty.thompson@dot.ohio.gov
- By telephone at (740) 323-5194
- By mail at 9600 Jacksontown Road SE, Jacksontown, OH 43030

Visit the project website for more information:

<https://www.transportation.ohio.gov/projects/projects/96808>

Eagle Scout is the **highest advancement** rank in Boy Scouting. Since 1912 more than **two million** Boy Scouts have **earned** the Eagle Scout rank.



★ EAGLE SCOUT COURT OF HONOR ★

EAGLE

Dear Commissioner Leraex,
Thank you for coming to
my Eagle Court of Honor.
I'm glad you found time in
your busy schedule to come
see the bridge as well.
I really love the park, and with
this new addition I hope that others
will too. The plaque you and Commissioner
Davis gave me is awesome, and I
have never had anything quite like it.
Thank you,
Andrew Carter

Eagle Scout is the **highest advancement** rank in Boy Scouting. Since 1912 more than **two million** Boy Scouts have **earned** the Eagle Scout rank.



★ EAGLE SCOUT COURT OF HONOR ★

EAGLE

Dear Commissioner Davis,

Thank you for coming to my Eagle Court of Honor. I'm glad you found time in your busy schedule to come see the bridge as well. I really love the park, and with this new addition I hope others will too. The plaque you and Commissioner LeVacy gave me is awesome, and I have never had anything quite like it.

Thank you,
Andrew Carillo

See Fairfield County courthouse's new look

Posted: Jan 24, 2024 / 06:30 PM EST

Updated: Jan 24, 2024 / 06:38 PM EST

SHARE

LANCASTER, Ohio ([WCMH](#)) – A central Ohio courthouse has received a major facelift and is now opening its doors for the public to see.

The Fairfield County Courthouse is in the final phases of a nearly \$6 million, three-year renovation. The courthouse as well as two other government buildings are being renovated, featuring new paint and flooring.

However, the changes aren't just cosmetic; solar panels are being added, along with an upgraded HVAC system to improve energy efficiency and make the 152-year-old building more comfortable.

County leaders say the changes are overdue while hoping to get a return on the county's investment. They estimate the upgrades will result in energy and operational savings of nearly \$456,000 a year.



County Spotlight

COUNTY WELLNESS CLINIC - EFFICIENT AND EFFECTIVE CARE LEADS TO COST SAVINGS

The Fairfield County Health Benefit Plan Wellness Clinic began in 2017 with a partnership between Fairfield County and Fairfield Medical Center. The goal of the clinic was to provide county employees and dependents with a near site wellness clinic.

The clinic is currently located on East Main Street next to Kroger. There is no cost associated with visits to the clinic for county employees. The clinic allows the county to reduce sick leave, get better primary care for employees and dependents and increase the overall health of the county workforce by providing same-day access to a healthcare professional. Since its opening in 2017, the clinic has saved the county approximately \$1.7 million in healthcare costs!

Hear from Commissioner Davis and Tina Anderson, manager of several departments at Fairfield Medical Center including the Wellness Clinic, as they discuss the Wellness Clinic in more detail. Click the link below to watch the full video!



FAIRFIELD COUNTY COMMISSIONER JEFF FIX ELECTED TO THE CCAO BOARD OF DIRECTORS

Commissioner Fix was recently elected to the County Commissioners Association of Ohio (CCAO) Board of Directors. He will serve a two-year term beginning this year (2024).

"I am both honored and thrilled to have been elected to the CCAO Board of Directors," said Commissioner Fix. "It means an awful lot to be given the opportunity to work alongside this group of determined and informed individuals who have a shared goal of seeing Ohioans prosper."



Read the full press release [here](#).

FAIRFIELD 33 ALLIANCE'S CAREER READINESS PROGRAM RECEIVES LARGE GRANT FROM STATE

The Fairfield 33 Development Alliance was recently awarded funding from Ohio Lt. Governor Jon Husted, Director of the Governor's Office of Workforce transformation, through the Industry Sector Partnership (ISP) Grant. The grant will award the Fairfield 33 Development Alliance \$120,000 to be used toward funding the Career Readiness Program. This program includes career navigators that work with high school students to develop core job skills and gain employment, summer Career



Exploration Camps for junior high students, and pre-apprenticeship training to provide skills needed for careers in manufacturing, healthcare, and skilled trades.

Learn more by reading the full press release [here](#).

Community Corner

DEPARTMENT SPOTLIGHT - FAIRFIELD COUNTY JOB AND FAMILY SERVICES



We are thrilled to be highlighting Fairfield County Job and Family Services (JFS) for our department spotlight this month! JFS aims to protect children and the elderly, encourage family stability, and promote self-reliance for a stronger community. The goal at JFS is to provide access to an array of services designed to maintain independence and build strong, healthy households.

JFS has made exponential contributions to the well-being of individuals and families in our community. Some of these contributions include, but are not limited to: providing supportive services (rent, utility, and food assistance), recovery support with peer recovery specialists for adults dealing with Substance Use Disorder, and information and referral to available resources in our community.

One of the resources that JFS provides during the winter months is a partnership with Vanity Cleaners to offer winter coats in their lobby. Donations are taken to Vanity Cleaners for dry cleaning and then distributed to those in need when they drop off weekly customer orders. The Protective Services Department also recently became the fourth county in Ohio to receive certification under the Sobriety, Treatment, and Reducing Trauma (START) program. This program aims to work with families impacted by child maltreatment and Substance Use Disorders, and has been shown to improve outcomes for both parents and children.

It's always wonderful to see organizations and entities come together to serve our community. JFS works closely with a myriad of community organizations including law enforcement, schools, courts, employers, faith-based organizations, and other social service agencies to assist Fairfield County residents. Other partners include Fairfield County 2-1-1 and Family and Children First Council.

Thank you to Fairfield County Job and Family Services for the impact that you've made on our community. Your commitment to fostering positive change and supporting individuals and families reflects your invaluable contribution to the well-being of Fairfield County.



FAIRFIELD COUNTY SNOW LEVELS AND EMERGENCIES

Sheriff Alex Lape provides essential insights on snow levels and snow emergencies in Fairfield County, Ohio. Stay informed and prepared for winter weather as he shares valuable information to keep our community safe. Watch the video, download the Fairfield County Sheriff's Office app and read the "Winter Driving" tips to know what to expect and how to navigate any snowy situation. Your safety is our priority!



ON WITH AUNIE: MARCY FIELDS, EXECUTIVE DIRECTOR OF THE FAIRFIELD COUNTY ADAMH BOARD

Have you watched *On with Aunie*? *On with Aunie* is our newest video series, where County Administrator Aundrea (Aunie) Cordle interviews community members. Join us for episode 6 as we hear from Marcy Fields, Executive Director of the Fairfield County ADAMH Board. Hear more about the STARLight Center – lighting the journey to stabilization, treatment and recovery in our community. The STARLight Center will provide a safe and welcoming environment with 24-7, fully staffed medical professionals. If you are interested in learning more about the STARLight Center, visit their website [here](#).



Fairfield Forward

FAIRFIELD COUNTY CHILD PROTECTIVE SERVICES - CASEWORKER POSITION

Fairfield County Child Protective Services is currently hiring a caseworker! The primary roles of the employee will be to investigate claims of abuse and neglect of children, prepare child cases for court, and meet procedural deadlines governing the management of social services cases set by the State of Ohio. Learn more and apply today [here](#).



ENGINEER ROAD FACTS

It was a busy 2023 for the Fairfield County Engineer! #DidYouKnow that the principal duties of the Fairfield County Engineer include the maintenance, repair, widening, resurfacing, traffic control, mowing AND snow removal of county roads? In 2023, the total length of county maintained public roads was over 361 miles. Additionally, the County Engineer is also responsible for the maintenance, inspection and replacement of bridges on county and township roads. In 2023, there were 342 county bridges that were maintained. There were also more than 2,200 culverts that the County Engineer was responsible for maintaining throughout 2023.



Thank you to County Engineer Jeremiah D. Upp and engineer staff for continually ensuring that our roads, bridges and culverts are safe and well-maintained!

ROAD CLOSURES AND UPCOMING PROJECTS

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



[Engineer Page](#)

WORKFORCE STUDY

Read the Area 20 Strategic Workforce Analysis and Economy Recovery Plan below.



[Workforce Analysis](#)

Job Openings

Check out the current job openings in Fairfield County!

[9-1-1 Dispatcher](#) | [Job Details tab](#) | [Career Pages \(governmentjobs.com\)](#)

[Behavior Support Coordinator](#) | [Job Details tab](#) | [Career Pages \(governmentjobs.com\)](#)

[Social Service Worker 2 - Protective Services](#) | [Job Details tab](#) | [Career Pages \(governmentjobs.com\)](#)

[Utilities Field Maintenance Supervisor](#) | [Job Details tab](#) | [Career Pages \(governmentjobs.com\)](#)

[Fiscal Specialist - Job and Family Services | Job Details tab | Career Pages \(governmentjobs.com\)](#)

[Social Service Worker 2 - Protective Services | Job Details tab | Career Pages \(governmentjobs.com\)](#)

Important Dates & Events

Mark your calendars for these important dates in the county!

Polar Plunge - 11 a.m. to 4 p.m. on January 28 at the Buckeye Lake Winery

Evening Commissioner Meeting - 7 p.m. on Tuesday, Jan. 30 in Commissioners Hearings Room

Road to Lancaster; Our Immigration - 2 p.m. on February 18 at the Decorative Arts Center of Ohio

Office Closures

February 19 - County Offices Closed for Presidents Day

Your County Commissioners



[Steve Davis](#)



[David L. Levacy](#)



[Jeff Fix](#)

SERVE. CONNECT. PROTECT.



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

[Unsubscribe rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)

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REGULAR AGENDA #4 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JANUARY 30, 2024

AGENDA FOR TUESDAY, JANUARY 30, 2024

- 7:00 PM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for January 23, 2024
- Commissioners
- 2024-01.30.a A resolution to approve the annexation of 45.1 +/- acres from Pleasant Township to the City of Lancaster, Expedited Type II, pursuant to ORC 709.023, Annexation of Land by the agents for petitioners, David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq. [Commissioners]
- 2024-01.30.b A resolution to appropriate from unappropriated in major expenditure object category contractual services. [Commissioners]
- 2024-01.30.c A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2730, subfund# 8343, PY2023 CHIP/CDBG grant [Commissioners]
- 2024-01.30.d A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2731, subfund# 8344, PY2023 CHIP/HOME grant. [Commissioners]
- Fairfield County Auditor-Finance
- 2024-01.30.e A Resolution to Approve to Rescind Resolution # 2024-01.16.q, A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS [Auditor- Finance]
- Fairfield County Emergency Management Agency
- 2024-01.30.f A resolution authorizing the reduction of appropriations in major expenditure object categories for the EMA Fund #2707, subfund# 8323 FY2023 Emergency Management Performance Grant [EMA]

Fairfield County Engineer

- 2024-01.30.g A resolution to approve an Agreement between Fairfield County and Burgess & Niple, Inc. [Engineer]
- 2024-01.30.h A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies [Engineer]

Fairfield County Facilities

- 2024-01.30.i A Resolution approving a Contract between Moseley Elevator, and the Fairfield County Commissioners For Elevator Modernization at the Fairfield Center [Facilities]

Fairfield County Information Technology

- 2024-01.30.j A resolution to approve the master services contract and licensing for use of an IT and Enterprise Service Management System between the Fairfield County Board of Commissioners and TeamDynamix Solutions, LLC under Omnia Partners contract #01-121. [Information Technology]

Fairfield County Job and Family Services

- 2024-01.30.k A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2599 reimbursing Fund 2018 [JFS]

Lancaster Fairfield Community Action Agency

- 2024-01.30.l Resolution to sign the Contract between Fairfield County Commissioners and the Ohio Regional Development Corporation (ORDC) to conduct the Environmental Review for the Program Year 2023 Community Housing Impact and Preservation (CHIP) Program [Community Action]

Fairfield County Regional Planning Commission

- 2024-01.30.m A resolution to update the Citizen Participation Plan for the Community Development Block Grant program [Regional Planning Commission]
- 2024-01.30.n A resolution to update and reaffirm the Fairfield County Fair Housing Program and Policy [Regional Planning Commission]

Fairfield County Sheriff

- 2024-01.30.o A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc., [Sheriff]
- 2024-01.30.p A resolution authorizing the approval of accepting two donated vehicles from the City of Canal Winchester [Sheriff]
- 2024-01.30.q A resolution authorizing the approval of an advance from the General Fund to Fund 2503, Police Revolving [Sheriff]

Fairfield County Utilities Department

- 2024-01.30.r A resolution to approve a reimbursement for share of costs as a memo expenditure for fund# 5044, 5046, 5842 & 5841 – Utilities [Utilities]

Payment of Bills

2024-01.30.s

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]

The next Regular Meeting is scheduled for February 6, 2024, 9:00 a.m.

Adjourn

Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Steve Davis and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk Rochelle Menningen; Communications & Information Coordinator Bennett Niceswanger; Judge Terre Vandervoort; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer Jeremiah Upp; Recorder Lisa McKenzie; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell, and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities and EMA Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Budget Clerk, Staci Knisley; DD Superintendent, Dr. David Uhl; Chief Deputy, Jared Collins; JFS Finance Director, Josh Crawford; RPC Interim Director, Holly Mattei; Magistrate, Troy Sitzman; CJ Roberts; and Amberly Hannum. Also present: Stephanie Hall, Nicholas Snyder; Frank Martin, Barb Martin, Judy Stemen, Ray Stemen, Jo Price, John Smith, Kreig Babbert, Chuck Simms, Will Kirby, and Jeff Williamsen.

Virtual attendees: Joe Ebel, Greg Annis, Greg Forquer, Tiffany Daniels, Lori Hawk, Toni Ashton, Jessica Murphy, Belinda Nebbergall, Sara Madenwald, Jeff Barron, Steven Darnell, Britney Lee, Ashley Arter, Brian Wolfe, Shelby Hunt, Lynette Barnhart, Josh Horacek, Stacy Hicks, Andrew Boystel, Rick Szabrak, and Shannon Carter.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

Introduction of New IT Manager by Clerk of Courts Branden Meyer

Clerk of Courts Meyer introduced the new Courts IT Manager, Daniel Thompson.

Mr. Thompson expressed his excitement to be working for Fairfield County.

Introduction of New In-Person EAP Counselor

Judy Wymer, M.Ed., LPCC-S, introduced herself and explained where her office is located and access for scheduling of appointments.

Mr. Porter welcomed Judy and stated she has extensive experience in counseling.

Ms. Hannum, from the county's HR department, added that she will be sending an email to explain scheduling.

Listen & Learn, Fairfield County School Threat Assessment Response

Judge Terre Vandervoort thanked the Commissioners for the format and invitation to speak. She continued by stating that Juvenile Court had identified eight months prior that the Court wanted to develop a Fairfield County School Threat Assessment Protocol and that the goal is to prevent school violence. School response, law enforcement response, and behavioral health workgroups were established to provide best practices in each area.

Sheriff Lape stated he is proud to be a part of the collaboration and thanked all parties involved, including Judge Vandervoort. He added that it is a challenge to have everyone on the same page.

Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024

Judge Vandervoort added that the State has multiple accepted protocols and that it is difficult when different groups or agencies essentially speak a different language in response to an event such as a school threat.

Chief Snyder commended CJ Roberts for being such an asset in organizing the process.

Superintendent Haughn from Bloom Township Schools stated his appreciation for the collaboration of the prosecutors, Juvenile Court, and law enforcement. He added that most school districts have school resource officers and that it is difficult for law enforcement agencies to have personnel to place in school buildings. He stated that school districts and law enforcement will continue to work together to try to keep kids safe.

Prosecutor Witt thanked Judge Vandervoort for her leadership and added that the protocols established help all involved to be proactive.

Commissioner Levacy stated that in school violence tragedies, the one common denominator is that potential threats were not taken seriously. He added that the work and collaboration on this are much appreciated.

Commissioner Davis asked about the response to a previous school situation in the county and asked if what they have developed would have mitigated that situation.

Judge Vandervoort stated that the protocol helps rate a threat and a low rated threat could be a disciplinary action. She added that the difference is that now all the groups involved are speaking the same language.

Commissioner Davis asked if the Commissioners' Office can assist in any way.

Judge Vandervoort spoke about the commitment to train on this modeling as a community.

Superintendent Hale from Lancaster City Schools stated that it was great to come together and work on similar language to create protocols and added that when the threat is considered low, the discipline remains with the school.

Judge Vandervoort led the signing ceremony of the Fairfield County School Threat Assessment Response Documents.

Interviews, Airport Board

John Smith introduced himself and thanked the Commissioners for their consideration and added he is an owner operator and a certified flight instructor. He stated he wishes to bring a different perspective to the Airport Board given his background in safety, flight instruction, service in the Air Force, and as a commercial pilot. He added he had over twenty years as a commercial pilot with American Airlines and is now retired except for working as a flight instructor.

Commissioner Levacy spoke about Mr. Smith's full resume.

Commissioner Davis asked if Mr. Smith had a plane at the County airport and if he had seen the plans for the airport.

Mr. Smith stated he is aware of the projects and looks forward to the expansion and that he has been at the airport for eleven years.

Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024

Commissioner Levacy asked Mr. Smith if he had the ability to commit the time and Mr. Smith replied, "Yes."

Kreig Babbert introduced himself and added he has been a county resident for 47 years and is now retired. He further added that he worked in IT, technical fields, and management for several years. He stated that he started flying in 2017 and spends a fair amount of time at the airport. Mr. Babbert stated he would like to help the Airport Board stay vibrant and active and with the airport's challenges such as hangar availability and obstructions around the airport. He also stated that he believes long term challenges include drones and unleaded fuel for aviation.

Commissioner Davis asked Mr. Kochis if there is another Board appointment coming available soon and added that the Commission has been honored in recent years to have multiple great candidates and that the hardest part is that we are not always able to appoint everyone. The Commissioner emphasized that both candidates are appreciated for their desire to be appointed.

Commissioners Levacy asked Mr. Babbert if he has the time required to devote to the Board.

Mr. Babbert stated he is retired and currently spends a great deal of time at the airport.

Public Comments

Ray Stemen of Lancaster stated yesterday marked the 51st anniversary of Roe vs Wade and spoke on the historic court case.

Jeff Williamsen of Baltimore spoke in opposition to solar energy farms and urged the Commissioners to create exclusionary zones to prohibit renewable energy facilities and about a non-disclosure contract being made between the solar companies and property owners.

Judy Stemen of Lancaster spoke about prayer and the importance of seeking God's help and wisdom.

Chris Snyder of the Carnation Solar Project invited the Commissioners and any other interested individual to visit the company's three sites located around Ohio.

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

Driver's Education Vehicle

The County provided ARP funds to purchase driver's ed vehicles and they have been received.

Mr. Szabrak spoke about the Driver's Education classes being offered and how they will help eliminate barriers for individuals 16 to 18 years of age who wish to obtain their licenses.

Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024

Commissioner Davis spoke about the difference in the desire for youth to get a driver's license from when he was that age. He added that he is hopeful that this will provide an opportunity to drive and work for those who desire to do so.

Commissioner Levacy stated that Commissioner Davis's work on transportation issues has helped bring this need to light.

Mr. Szabrak stated that less than 40% of 16-18 year olds have a driver's license.

Healthy Aging Grants

The Fairfield County Board of Commissioners has been awarded the amount of \$359,410.12 from the Ohio Department of Aging. The Healthy Aging Grants aim to address social determinants of health and foster and improve the quality of life for older Ohioans within Fairfield County. This grant funding must be expended to include 20% of funds dedicated to housing assistance, 20% to food assistance, and 10% to internet access/digital literacy; and a maximum of 10% of funds may be allocated for administrative costs. All funds must be obligated by June 30, 2024, and expended by September 30, 2024. We will be working with funding recipients to complete a subgrant agreement outlining all terms and conditions of expenditures.

Thank you to Heather O'Keefe for her work in coordinating the application process.

CRMS Training for Employees Responsible for Submitting Resolutions and Administrative Approvals (financial and contracting)

This training is scheduled for tomorrow at 9:00 am. Thank you to Rochelle Menningen for organizing this training.

January 30, 2024, Fairfield County Board of Commissioners' Meeting

The Board of Commissioners will meet January 30th at 7:00 p.m. The Board started having evening meetings in 2022 to allow members of the public who work during the day to attend BOC meetings. The meeting will be held in the Commissioners' Hearing Room. The next evening meeting will be held April 30, 2024, at 7:00 p.m., at the Wagnalls Memorial Library in Lithopolis.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 22 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution for additional appropriations for the Domestic Relations Court as requested by Judge Smith during last week's meeting.
- A resolution to accept a recycling truck for Community Action purchased out of CFLP grant funds.

Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024

- The resolution for payment of bills also contains the approval of payments for 2023 purchase orders that did not have the correct obligations.

Ms. O'Keefe stated that the purpose of these grants is to improve the quality of life for aging Ohioans. She added that Fairfield County had seven applicants and then explained what services they would provide, and the amounts awarded.

Budget Review

- Budget Director, Bart Hampson, did not have a budget update.

Calendar Review/Invitations Received

- *A review of the calendar and invitations received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen.*
 - South Licking Water Conservancy District Meeting, January 23, 2024, 6:00 p.m., Agricultural Center, 771 E. Main St., Newark
 - Indigent Defense Study Task Force, January 25, 2024, 10:00 a.m., Ohio Statehouse, 1 Capitol Sq., Room 313, Columbus
 - Meals on Wheels Annual Dinner & Volunteer Recognition Banquet, January 25, 2024, 4:30 p.m. – 6:00 p.m., Meals on Wheels of Fairfield County, 1515 Cedar Hill Rd., Lancaster
 - Training Technicians for Ohio's Future Infrastructure Program, January 26, 2024, 11:00 a.m., Ohio University Lancaster, Brasee Hall, 1570 Granville Pike, Lancaster
 - Canal Winchester Chamber's Denim & Diamonds Awards Night, March 1, 2024, 6:00 p.m., Brewdog Tap House, 96 Gender Rd., Canal Winchester

Correspondence

- *A review of correspondence received was provided by Ms. Menningen.*
 - Decorative Arts Center of Ohio, Exhibit: From Struggle to Strength, January 27 – April 28, 2024
 - Ohio Department of Agriculture, January 9, 2024, Notice of Planned Treatment of the Spongy Moth
 - Notice, January 12, 2024, LDG Emerald GP, LLC, to Apply for Ohio Housing Finance Agency Multifamily Funding Programs
 - Press Release, Office of the County Auditor, January 16, 2024, "Fairfield County Auditor Draws Awareness to On-Line Property Tax Estimator"
 - Press Release, Office of the County Auditor, January 18, 2024, "Fairfield County Auditor Appointed to Serve on Ohio's Commission on Continuing Legal Education"
 - Letter from the Fairfield County Health Department, January 18, 2024, Regarding Scrap Tire Generating Businesses
 - Imagine, Fairfield County Board of Developmental Disabilities January 2024 Newsletter
 - Visit Fairfield County Ohio Newsletter, January 18, 2024

Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024

Old Business

Commissioner Davis spoke about an event he attended to promote awareness for domestic violence.

Commissioner Levacy and Commissioner Davis attended a Court of Honor event for Eagle Scout Andrew Carter to recognize his project to build an ADA compliant walkway bridge for individuals with disabilities.

New Business

Commissioner Davis was pleased to announce that he was asked to become ordained to officiate a marriage.

Sheriff Lape stated his office has 15 resource officers in county school districts and are happy to be a part of the collaboration to eliminate school violence threats. The Sheriff also spoke on the agreement to increase school safety resources between various organizations around the county.

Recorder McKenzie spoke about Austin Tootle who designed the outfit for a competition skater. She added that Tootle's mother once worked for Fairfield County.

Engineer Upp said his group was prepared for the possible ice and the previous first snow of the season and reported that a county plow was struck by a driver who fled.

Auditor Brown stated that legal descriptions of a property can be obtained from the map room. She also spoke about W-2's being completed, her office being in full compliance of municipal tax laws, a meeting of the Budget Commission, an internal control manual, and the federal schedule. The Auditor congratulated those in her office accepted into the Ohio University Women's Leadership class and added that her team is monitoring the top five General Fund revenues.

Commissioner Levacy spoke about Tony Vogel's willingness to go above and beyond to assist county villages and townships.

Superintendent Uhl stated that the Board of Developmental Disabilities continues to search for a viable applicant for the DD Board appointment.

Ms. Mattei stated that CDBG applications are currently going out to the county's villages and townships.

Commissioner Davis stated he has been asked to be a member of the Indigent Defense Task Force and that many Ohio counties are struggling to have public defenders and to meet the hourly rates for them. He added that the task force will make recommendations to the Ohio Legislature.

Tiffany Wilson stated that the Family and Children First Council is working on their strategic planning.

Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Steve Davis and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk Rochelle Menningen; Communications & Information Coordinator Bennett Niceswanger; Judge Terre Vandervoort; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer Jeremiah Upp; Recorder Lisa McKenzie; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell, and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities and EMA Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Budget Clerk, Staci Knisley; DD Superintendent, Dr. David Uhl; Chief Deputy, Jared Collins; JFS Finance Director, Josh Crawford; RPC Interim Director, Holly Mattei; Magistrate, Troy Sitzman; CJ Roberts; and Amberly Hannum. Also present: Stephanie Hall, Nicholas Snyder; Frank Martin, Barb Martin, Judy Stemen, Ray Stemen, Jo Price, John Smith, Kreig Babbert, Chuck Simms, Will Kirby, and Jeff Williamsen.

Virtual attendees: Joe Ebel, Greg Annis, Greg Forquer, Tiffany Daniels, Lori Hawk, Toni Ashton, Jessica Murphy, Belinda Nebbergall, Sara Madenwald, Jeff Barron, Steven Darnell, Britney Lee, Ashley Arter, Brian Wolfe, Shelby Hunt, Lynette Barnhart, Josh Horacek, Stacy Hicks, Andrew Boystel, Rick Szabrak, and Shannon Carter.

Pledge of Allegiance

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

Announcements

There were no additional announcements.

Approval of Minutes for January 16, 2024

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, January 16, 2024, meeting.

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

Approval of Resolutions from the Board of Commissioners

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

- | | |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 2024-01.23.a | A Resolution to approve the appointment of Lori Sanders to the Violet Township New Community Authority. |
| 2024-01.23.b | A resolution to appropriate from unappropriated in major expenditure object category for 911 Wireless Fund# 2683 |
| 2024-01.23.c | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Domestic Relations Court |

**Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024**

Administrator Cordle stated the appointment of Lori Sanders is the final appointment to the New Community Authority.

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

Approval of a Resolution from the Fairfield County Emergency Management Agency

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

- | | |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 2024-01.23.d | A resolution authorizing an EMA fund to fund transfer. |
| 2024-01.23.e | A resolution to appropriate from unappropriated in a major expenditure object category for EMA; 2708, State Homeland Security Grant. |
| 2024-01.23.f | A resolution to request for appropriations for receipts for EMA Community Grant Program 2090(8132) |
| 2024-01.23.g | A resolution to request for appropriations for receipts for EMA State Homeland Security Grant 2708 (8331) |

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

Approval of Resolutions from the Fairfield County Engineer

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

- | | |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024-01.23.h | A Resolution to Allow Weight Reductions on County and Township Roads for 2024. |
| 2024-01.23.i | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services. |
| 2024-01.23.j | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services |
| 2024-01.23.k | A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses – Fairfield County Commissioners |

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

Approval of a Resolution from Fairfield County Family and Children First Council

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Family and Children First Council:

Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024

2024-01.23.l A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #7521 – Family Adult Children First

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2024-01.23.m A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018

2024-01.23.n A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

2024-01.23.o A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018

2024-01.23.p A Resolution to Approve disbursement of funds from the Ohio Department of Aging, in accordance with Healthy Aging Grant Agreement

2024-01.23.q A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

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

Approval of a Resolution from the Fairfield County Prosecutor

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

2024-01.23.r A resolution to appropriate from unappropriated in a major expenditure object category SVAA Fund 2785 Sub-Fund 8266 Grant 2022/23 [Prosecuting Attorney Victim/Witness Assistance]

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

Approval of Resolutions from Fairfield County Utilities

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

2024-01.23.s A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5044 & 5046, Customer Refunds.

2024-01.23.t A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5841, Contractual Services.

Regular Meeting #3 - 2024
Fairfield County Commissioners' Office
January 23, 2024

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

Approval of a Resolution from Lancaster-Fairfield Community Action Agency

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

2024-01.23.u A resolution to accept a Packer (Recycling) Truck from LFCAA out of CFLP monies by the Fairfield County Commissioners.

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

Approval of the Payment of Bills

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

2024-01.23.v A resolution authorizing the approval of payments of the vouchers without appropriate carry-over purchase orders and the cash disbursement for all departments that are approved by the Commissioners.

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

Adjournment

Commissioner Davis reminded people of the Polar Plunge event at Buckeye Lake and encouraged everyone to attend to support the United Way.

With no further business, on the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:33 a.m.

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

The next Regular Meeting is scheduled for 7:00 p.m. on Tuesday, January 30, 2024, in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH.

A resolution to approve the annexation of 45.1 +/- acres from Pleasant Township to the City of Lancaster, Expedited Type II, pursuant to ORC 709.023, Annexation of Land by the agents for petitioners, David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq.

WHEREAS, a petition for annexation of 45.1 +/- acres, more or less, from Pleasant Township into the City of Lancaster, was filed with the Fairfield County Board of Commissioners on January 4, 2024, under the expedited process outlined in Section 709.023 of the Revised Code; and

WHEREAS, a legal description and survey of the property to be annexed is attached hereto and incorporated herein; and

WHEREAS,

- (1) The petition for annexation meets all the requirements set forth in, and was filed in the manner provided in, section 709.023 of the Revised Code;
- (2) The persons who signed the petition are owners of the real estate located in the territory proposed for the annexation and constitute all of the owners of real estate in that territory;
- (3) The territory proposed for annexation does not exceed five hundred acres;
- (4) The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation;
- (5) The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed for annexation.
- (6) If a street or highway will be divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation which annexation is proposed has agreed as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem. As used in this paragraph, "street" or

A resolution to approve the annexation of 45.1 +/- acres from Pleasant Township to the City of Lancaster, Expedited Type II, pursuant to ORC 709.023, Annexation of Land by the agents for petitioners, David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq.

“highway” has the same meaning in section 4511.01 of the Revised Code; and

WHEREAS, the City of Lancaster, Ohio has adopted the municipal services ordinance to provide city services to the property to be annexed and has adopted a resolution of consent for the annexation of the territory.

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

Section 1. That the Board of Commissioners finds that the petition is a valid petition to annex and that it meets all the requirements set forth in and was filed in a manner provided in ORC 709.023.

Section 2. Pursuant to ORC 709.023, the Board of Commissioners hereby grants the petition to annex 45.1 +/- acres, more or less, of Pleasant Township into the City of Lancaster.

Section 3. That the Clerk of the Board of Commissioners is instructed to deliver a certified copy of the entire record of the annexation proceedings, including the Board resolution, the petition, the map, and all other papers of the file relating to the annexation proceedings to the Clerk of the City of Lancaster, Ohio.

Prepared by: Bennett Niceswanger

**EXPEDITED TYPE II PETITION FOR ANNEXATION
(PURSUANT TO R.C. SECTION 709.023)
TO THE CITY OF LANCASTER
OF ±45.1 ACRES
IN THE TOWNSHIP OF PLEASANT**

November 4, 2023

*TO THE BOARD OF COUNTY COMMISSIONERS
OF FAIRFIELD COUNTY, OHIO:*

The undersigned, petitioners in the premises, and being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described, consisting of ±45.1 acres, more or less, located in the Township of Pleasant, which area is contiguous along 3,286 feet or 46% and adjacent to the City of Lancaster, Ohio do hereby request that said territory be annexed to the City of Lancaster according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023, and that no island of unincorporated area will be created by this annexation.

A full and accurate description and plat of the requested annexation territory are attached hereto and made part hereof.

In support of said Petition, your petitioner states that there are within the territory to be annexed TWO (2) OWNERS OF REAL ESTATE.

David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq., whose address is 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054, are hereby appointed Agents for the undersigned Petitioners, as required by Revised Code Section 709.02(C), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail: david@uhlawfirm.com, aaron@uhlawfirm.com, and eric@uhlawfirm.com.

[Petition signature on following page]

**WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR
RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF
COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION
PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE,
ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL
THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR
SAID SPECIAL ANNEXATION PROCEDURE.**

NAME

DATE

ADDRESS

Paul J. Shull Revocable Living Trust

11/4/2023

1111 Ginder Rd.
Lancaster, OH 43130

By: _____

Jeffrey H. Shull

Print Name: Jeffrey H. Shull

Title: _____

Trustee

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR
RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF
COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION
PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE,
ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL
THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR
SAID SPECIAL ANNEXATION PROCEDURE.

NAME

DATE

ADDRESS

Clara Louise Shull Revocable Living Trust 11/4/2023

1111 Ginder Rd.
Lancaster, OH 43130

By: 

Print Name: Jeffrey L. Shull

Title: Trustee

PETITIONER:	Paul J. Shull Revocable Living Trust 1111 Ginder Rd Lancaster, OH 43130	
	Clara Louise Shull Revocable Living Trust 1111 Ginder Rd Lancaster, OH 43130	
ATTORNEY/AGENT:	David Hodge Underhill & Hodge LLC 8000 Walton Parkway, Suite 260 New Albany, OH 43054	
SURROUNDING PROPERTY OWNERS:	MOONAN JULIA A & JOHN B SURV 1850 SHERIDAN DR NE LANCASTER OH 43130 PID: 0270035910	FOX MARY LOU 1702 SHERIDAN DR LANCASTER OH 43130 PID:0270035300
	SHULL JEFFREY L TRUSTEE & SHULL JEFFREY L TRUSTEE 1111 GINDER RD NW LANCASTER OH 43130 PID: 0270035940	FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION THE 210 E MAIN ST RM 206 LANCASTER, OH 43130 PID: 0534226900
M&M RENOVATIONS LLC 2248 WEST POINT RD SE LANCASTER OH 43130 PID: 0270030000	LARKIN SANDRA S & SANDRA SUE 1838 SHERIDAN DR LANCASTER OH 43130 PID: 0270036300	FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION THE 210 E MAIN ST RM 206 LANCASTER, OH 43130 PID: 0534226900
	SHERIDAN RENTALS LLC % GREGG SHULL 1111 GINDER RD NW LANCASTER OH 43130 PID: 0270035800	FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION THE 210 E MAIN ST RM 206 LANCASTER, OH 43130 PID: 0534226900
KRAFT DAVID A & RUFF JEREMY M & RUFF MICOLE L SURV 1913 SHERIDAN DR NE LANCASTER OH 43130 PID: 0270036500	SHUGERT RICHARD J & AMBER M SURV 1814 SHERIDAN DR NE LANCASTER OH 43130 PID: 0270036100	FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION THE 210 E MAIN ST RM 206 LANCASTER, OH 43130 PID: 0534226900
SPIRES GROUP INC RE CAPITAL MARKETS PO BOX 990 LANCASTER OH 43130 PID: 0534009430	SHULL PAUL J & CLARA L TRUSTEES OF PAUL & CLARA SHULL REVOC LVG TRUST PO BOX 166 RUSHVILLE, OH 43150 PID: 0270035920	FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION THE 210 E MAIN ST RM 206 LANCASTER, OH 43130 PID: 0534226900
AIM HIGH MISS LOW LLC 1520 PARKLAND DR LANCASTER OH 43130 PID: 0270033700	ASBURY CINDY S & RODNEY SURV 1658 SHERIDAN DR NE LANCASTER OH 43130 PID: 0270035100	FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION THE 210 E MAIN ST RM 206 LANCASTER, OH 43130 PID: 0534226900
PIKA LLC PO BOX 990 LANCASTER OH 43130 PID: 0534207600		FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION THE 210 E MAIN ST RM 206 LANCASTER, OH 43130 PID: 0534226900

**Proposed 45.1± Acre Annexation
from Pleasant Township
to the City of Lancaster
-1-**

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 45.1± acres of land, more or less, said 45.1± acres being part of a 29.512 acre tract of land conveyed to Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust and Clara L. Shull, Trustee of the Clara L. Shull Revocable Living Trust in Official Record 690, Pg. 936 as Tract Two and part of a 16.269 acre tract of land also conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 2, said 45.1± acres more particularly described as follows:

Beginning at the southeast corner of said 16.269 acre tract, the northeast corner of a 0.90 acre tract conveyed to Tiki Village in D.V. 395, Pg. 662, an angle point of Lot 2 as numbered and delineated for the Chartwell Section One subdivision in Plat Cabinet 1, Sl. 152, and being on a westerly City of Lancaster Corporation Line (Ordinance No. 34-73, recorded in Plat Book 10, Pg. 99 and D.R. 4, Pg. 533);

Thence **N 87°59'17" W**, with the south line of said 16.269 acre tract, the north line of said 0.90 acre tract, and the north line of a 0.734 acre tract of land conveyed to Cindy S. and Rodney Asbury in Instrument No. 202100022476, **369.6± feet** to an angle point of said 16.269 acre tract, the southeast corner of a 0.18 acre tract of land conveyed to Jeffrey A. Fox in Instrument No. 202000020772 as Tract #3, and being on the north line of said 0.734 acre tract;

Thence **N 64°25'22" W**, with the south line of said 16.269 acre tract and the northerly line of said 0.18 acre tract, **131.6± feet** to a point on said 0.18 acre tract and the southeast corner of a 5.664 acre tract also conveyed to Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust and Clara L. Shull, Trustee of the Clara L. Shull Revocable Living Trust in Instrument No. 202300014399 as Tract 1;

Thence with the east line of said 5.664 acre tract and the west line of said 16.269 acre tract, the following two (2) courses and distances:

1. **N 01°45'40" E, 398.1± feet** to a point;
2. **N 88°01'27" W, 150.3± feet** to an angle point of said 5.664 acre tract and said original 16.269 acre tract and the southeast corner of a 0.120 acre tract of land conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2;

Thence **N 02°06'53" E**, with the east line of said 0.120 acre tract, the east line of said 5.664 acre tract, and the current west line of said 16.269 acre tract, **371.1± feet** to a point;

Thence **N 87°54'53" W**, with the north line of said 5.664 acre tract and a south line of said 16.269 acre tract, **323.9± feet** to a point on the easterly right-of-way of Sheridan Drive (C.R. 56) (60' R/W);

Thence across said 16.269 acre tract and with the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W), with a curve to the right, a central angle of **07°53'40"**, a radius of **1475.42 feet**, an arc length of **203.3± feet**, and a chord bearing and distance of **N 07°07'25" E, 203.1± feet** to a point on the north line of said 16.269 acre tract, the south line of said Tract Two, and being on the easterly right-of-way of said Sheridan Drive (C.R. 56)(60' R/W);

Thence across said 29.512 acre tract and with the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W), with a curve to the right, a central angle of **01°08'34"**, a radius of **1477.11 feet**, an arc length of **29.5± feet**, and a chord bearing and distance of **N 11°38'13" E, 29.5± feet** to an angle point of said 29.512 acre tract, being on the south line of a 0.80 acre tract of land conveyed to Richard J. and Amber M. Shugert in Instrument No. 202200020745, and the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence **S 75°38'21" E**, with a south line of said 29.512 acre tract and the south line of said 0.80 acre tract, **239.5± feet** to the southeast corner of said Shugert tract and an angle point of said 29.512 acre tract;

Thence **N 14° 21' 55" E**, with a west line of said 29.512 acre tract, the east line of said Shugert tract, the east line of a 0.80 acre tract conveyed to Sheridan Rentals, LLC in Instrument No. 201600010552, the east line of a 0.80 acre tract of land conveyed to Sandra Sue Larkin in Instrument No. 200800005350, and the east line of a 0.80 acre tract of land conveyed to Julia A. and John B. Moonan in Instrument No. 201300021662, **500.6± feet** to an angle point of said 29.512 acre tract and the northeast corner of said Moonan tract;

Thence **N 75° 35' 10" W**, with the north line of said Moonan tract and a south line of said 29.512 acre tract, **240.0± feet** to a point on the north line of said Moonan tract, a south line of said 29.512 acre tract, and being on the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence **N 13°13'06" E**, across said 29.512 acre tract and with the easterly right-of-way of said Sheridan Drive (C.R. 56)(60' R/W), **474.0± feet** to point on a north line of said 29.512 acre tract, the south line of a 1.53 acre tract of land conveyed to Hazel F. Poston in Deed Book 546, Pg. 806, and being on the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence **S 87°08'15" E**, with a north line of said 29.512 acre tract and the south line of said 1.53 acre tract, **299.1± feet** to an angle point of said 29.512 acre tract and the southeast corner of said 1.53 acre tract;

**Proposed 45.1± Acre Annexation
from Pleasant Township
to the City of Lancaster**

-2-

Thence **N 04°41'36" E**, with a west line of said 29.512 acre tract and the east line of said 1.53 acre tract, **200.0± feet** to the northwest corner of said 29.512 acre tract, the northeast corner of said 1.53 acre tract, the southeast corner of a 3.00 acre tract of land conveyed to Aim High Miss Low, LLC in Instrument No. 202100024966, a southwest corner of an original 41.09 acre tract of land conveyed to the Board of Education Lancaster City Schools in Official Record 1705, Pg. 2831, and being on a southerly City of Lancaster Corporation Line (Resolution No. 93-03, Ordinance No. 3793, and recorded in D.R. 6, Pg. 419);

Thence **S 87°08'19" E**, with the south line of said original 41.09 acre tract, the north line of said 29.512 acre tract, and said City of Lancaster Corporation Line, **993.8± feet** to the southeast corner of said original 41.09 acre tract, the northeast corner of said 29.512 acre tract, a northwest corner of Reserve "A" as dedicated for the Brentwood Subdivision Section 1 in Plat Cabinet 2, Sl. 111, the southwest corner of a 3.097 acre tract of land conveyed to Plum Hollow, LLC in Official Record 1783, Pg. 2987, and the intersection of said City of Lancaster Corporation Line (Resolution No. 93_03, Ordinance No. 3793, and recorded in D.R. 6, Pg. 419) and said City of Lancaster Corporation Line (Ordinance No. 34-73, recorded in Plat Book 10, Pg. 99 and D.R. 4, Pg. 533);

Thence with the east line of said 29.512 acre tract, the west line of said Reserve "A", and said southerly City of Lancaster Corporation Line, the following two (2) courses and distances:

1. **S 30° 53' 04" W, 506.6± feet** to a point;
2. **S 04° 49' 54" W of 684.5± feet** to a point;

Thence **S 21° 23' 23" W**, with the east line of said 29.512 acre tract, the east line of said 16.269 acre tract, the west line of said Reserve "A", the west line of Tract "A" as dedicated for the Habitat Valley subdivision in Plat Cabinet 2, Sl. 13, and said City of Lancaster Corporation Line, **573.3± feet** to an angle point of said 16.269 acre tract and Tract "A";

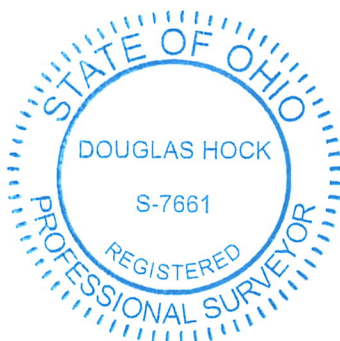
Thence **S 11° 48' 59" W**, with the east line of said 16.269 acre tract, the west line of Tract "A", and the west line of said Lot 2, **528.0± feet** to the **Point of Beginning**, containing **45.1± acres**.

The above description was prepared by Advanced Civil Design Inc. on October 30, 2023 and is based on existing Fairfield County Auditor and Recorder records.

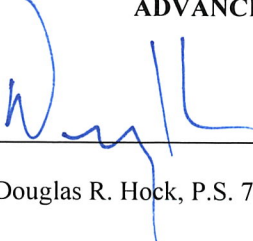
The total length of the annexation perimeter is 7,217± feet, of which 3,286± feet are contiguous with existing City of Lancaster Corporation lines, being 46±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.



ADVANCED CIVIL DESIGN, INC.

 10/31/23
Douglas R. Hock, P.S. 7661 Date:

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

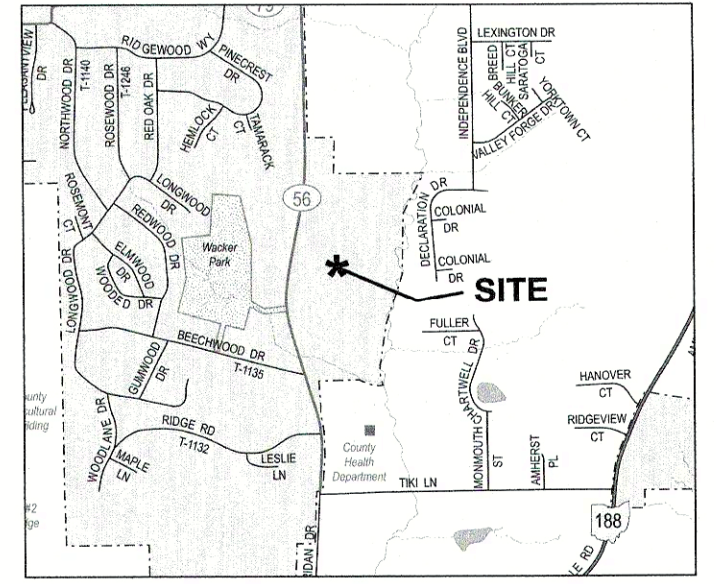
45.1± Ac. Tract

Length of Contiguity: ±3,286 feet
Total Length of Perimeter: ±7,217 feet
Percentage of Contiguity: ±46%

No islands of township property are created by this annexation.

45.1± ACRE ANNEXATION FROM THE TOWNSHIP OF PLEASANT TO THE CITY OF LANCASTER

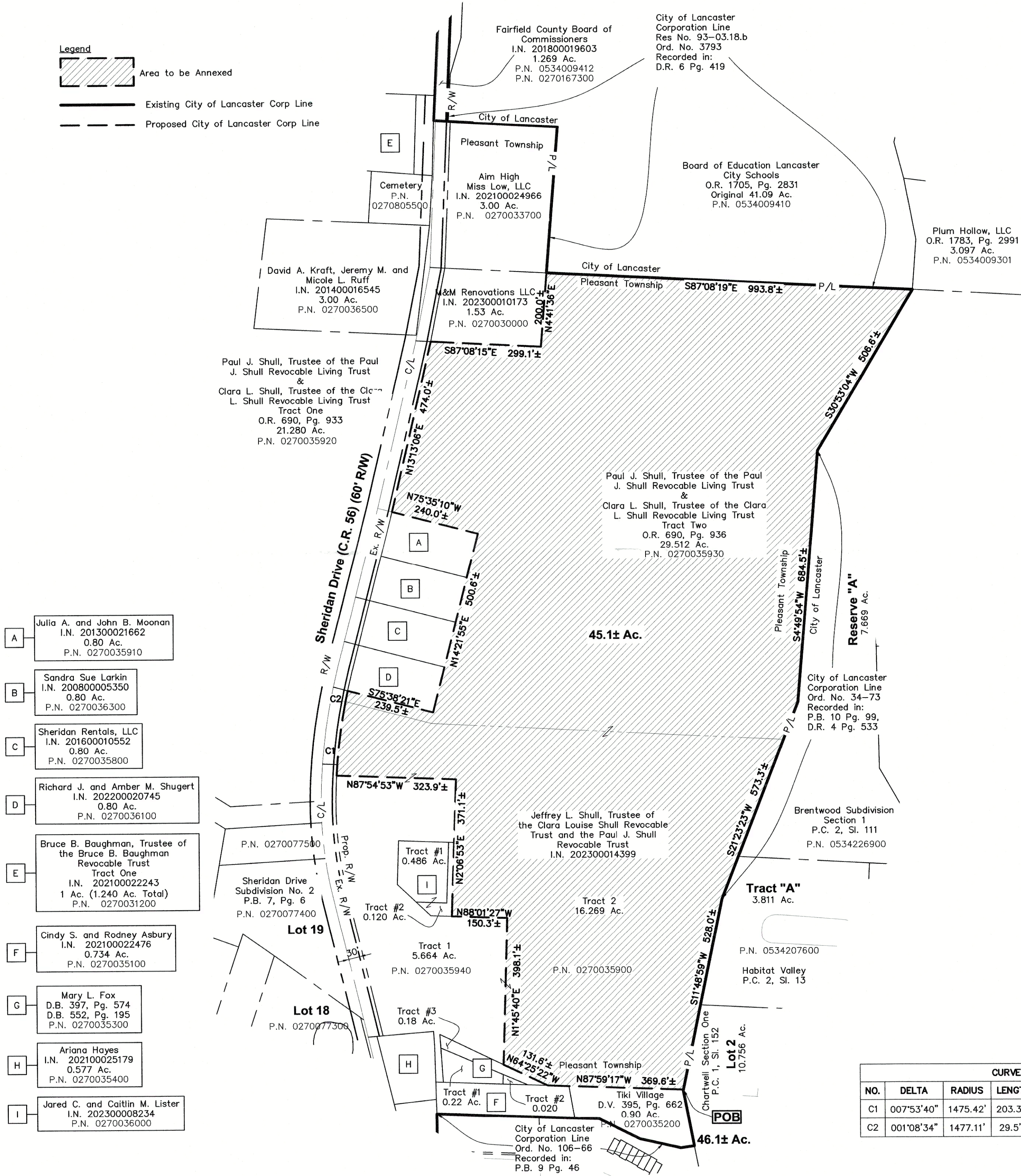
Section 29, Township 15
Range 18, Congress Lands
Township of Pleasant
County of Fairfield, State of Ohio



Location Map - NTS

Legend

- Area to be Annexed
- Existing City of Lancaster Corp Line
- Proposed City of Lancaster Corp Line

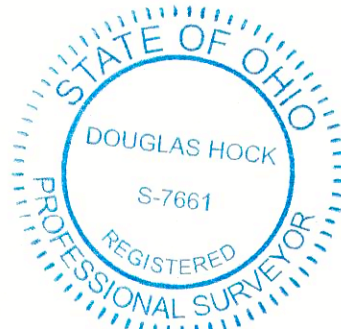


CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	007°53'40"	1475.42'	203.3±	N07°07'25"E
C2	001°08'34"	1477.11'	29.5±	N11°38'13"E

DRAWN BY: JRM JOB NO.: 23-0038-414
DATE: 10/30/2023 CHECKED BY: DRB



781 Science Blvd., Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755



This exhibit is created from information obtained from the Fairfield County Auditor's Office and the Fairfield County Recorder's Office. This exhibit is not to be used for the transfer of land.

ADVANCED CIVIL DESIGN, INC.

Doug R. Hock
Reg. No. 7661

10/21/23
Date

AFFIDAVIT OF NOTICE TO TOWNSHIP, MUNICIPALITY, AND SURROUNDING
PROPERTY OWNERS OF ANNEXATION PETITION FILING

STATE OF OHIO }
COUNTY OF FRANKLIN } SS:

Eric Zartman
~~David Hodge~~, being first duly sworn, deposes and says that he is an attorney at the law firm of Underhill & Hodge LLC, being an agent for the petitioners in that certain Annexation Petition wherein it is prayed that 45.1± acres, more or less, in Pleasant Township, be annexed to the City of Lancaster, Ohio. Said Annexation Petition was filed in accordance with the provisions of Section 709.023 (an "Expedited Type II" annexation) of the Ohio Revised Code with the Fairfield County Board of County Commissioners on January 4th, 2024.

A copy of the Annexation Petition, petition attachments, map and legal description was served personally on the Council Clerk of the City of Lancaster on January 4th, 2024. Said personal service on the City of Lancaster Clerk occurred within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as Exhibit A is the City's acknowledgement of receipt of said annexation materials.

A copy of the Annexation Petition, petition attachments, map and legal description was served personally on the Township Clerk/Fiscal Officer of Pleasant Township on January 4th, 2024. Said personal service on the Pleasant Township Clerk occurred within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as Exhibit B is the Township's acknowledgement of receipt of said annexation materials.

On January 5th, 2024, a copy of the Annexation Petition, petition attachments, map and legal description were sent by U.S. Mail to all property owners adjacent to and directly across the street from the territory proposed to be annexed. Said mailing occurred within five (5) days from the date the Annexation Petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as Exhibit C is a true and accurate list of the property owners adjacent to and directly across the street from the territory proposed to be annexed who were mailed, via U.S. Mail, the letter and materials attached hereto as Exhibit D.

Further Affiant Sayeth Naught.



AARON L. UNDERHILL
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Eric Zartman
Eric Zartman, Esq.

Sworn to before me and signed in my presence; a Notary Public in and for said State and County on this 5th day of January, 2024.

[Signature]
Notary Public

EXHIBIT A

NOTICE OF FILING EXPEDITED TYPE II ANNEXATION PETITION

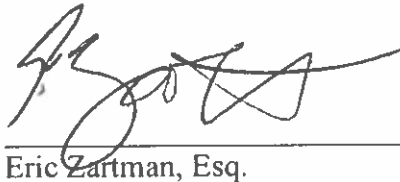
TO: CLERK OF THE CITY OF LANCASTER, OHIO

In accordance with the provisions of Section 709.023 of the Ohio Revised Code, you are hereby notified that, on January 4, 2024, the undersigned, Agent for the Petitioners, filed an Annexation Petition in the Office of the Board of County Commissioners of Fairfield County, Ohio.

Said Petition prays for annexation to the City of Lancaster, Ohio, of ±45.1 acres in Pleasant Township.

A copy of said Petition, with description and plat, is attached hereto and made a part hereof.

Dated: January 4, 2024


Eric Zartman, Esq.

RECEIPT OF THE AFOREMENTIONED DOCUMENT(S) IS HEREBY ACKNOWLEDGED
THIS 4th day of January, 2024.

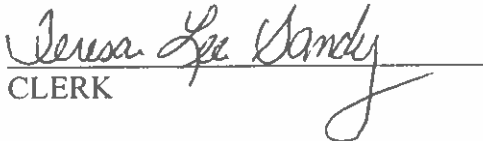

CLERK

EXHIBIT B

NOTICE OF FILING EXPEDITED TYPE II ANNEXATION PETITION


TO: FISCAL OFFICER OR CLERK OF PLEASANT TOWNSHIP, OHIO

In accordance with the provisions of Section 709.023 of the Ohio Revised Code, you are hereby notified that, on January 4, 2024, the undersigned, Agent for the Petitioners, filed an Annexation Petition in the Office of the Board of County Commissioners of Fairfield County, Ohio.

Said Petition prays for annexation to the City of Lancaster, of ± 45.1 acres in Pleasant Township.

A copy of said Petition, with description and plat, is attached hereto and made a part hereof.

Dated: January 4, 2024


Eric Zartman, Esq.

RECEIPT OF THE AFOREMENTIONED DOCUMENT(S) IS HEREBY ACKNOWLEDGED
THIS 4 day of January, 2024.


FISCAL OFFICER/CLERK

EXHIBIT C

PETITIONER:

Paul J. Shull Revocable Living Trust
1111 Ginder Rd
Lancaster, OH 43130

Clara Louise Shull Revocable Living Trust
1111 Ginder Rd
Lancaster, OH 43130

ATTORNEY/AGENT:

David Hodge
Underhill & Hodge LLC
8000 Walton Parkway, Suite 260
New Albany, OH 43054

SURROUNDING PROPERTY OWNERS:

MOONAN JULIA A
& JOHN B SURV
1850 SHERIDAN DR NE
LANCASTER OH 43130
PID: 0270035910

FOX MARY LOU
1702 SHERIDAN DR
LANCASTER OH 43130
PID:0270035300

SHULL JEFFREY L TRUSTEE
& SHULL JEFFREY L TRUSTEE
1111 GINDER RD NW
LANCASTER OH 43130
PID: 0270035940

LARKIN SANDRA S
& SANDRA SUE
1838 SHERIDAN DR
LANCASTER OH 43130
PID: 0270036300

FAIRFIELD COUNTY LAND
REUTILIZATION CORPORATION THE
210 E MAIN ST RM 206
LANCASTER, OH 43130
PID: 0534226900

M&M RENOVATIONS LLC
2248 WEST POINT RD SE
LANCASTER OH 43130
PID: 0270030000

SHERIDAN RENTALS LLC
% GREGG SHULL
1111 GINDER RD NW
LANCASTER OH 43130
PID: 0270035800

LISTER JARED C
& CAITLIN M SURV
1770 SHERIDAN DR NE
LANCASTER OH 43130
PID: 0270036000

KRAFT DAVID A
& RUFF JEREMY M & RUFF MICOLE L SURV
1913 SHERIDAN DR NE
LANCASTER OH 43130
PID: 0270036500

SHUGERT RICHARD J
& AMBER M SURV
1814 SHERIDAN DR NE
LANCASTER OH 43130
PID: 0270036100

TIKI VILLAGE INC
1652 SHERIDAN DR
LANCASTER OH 43130
PID: 0270035200

SPIRES GROUP INC RE CAPITAL MARKETS
PO BOX 990
LANCASTER OH 43130
PID: 0534009430

SHULL PAUL J & CLARA L TRUSTEES OF
PAUL & CLARA SHULL REVOC LVG TRUST
PO BOX 166
RUSHVILLE, OH 43150
PID: 0270035920

BOARD OF EDUCATION
LANCASTER CITY SCHOOLS
345 E MULBERRY ST
LANCASTER OH 43130
PID: 0534009410

AIM HIGH MISS LOW LLC
1520 PARKLAND DR
LANCASTER OH 43130
PID: 0270033700

ASBURY CINDY S
& RODNEY SURV
1658 SHERIDAN DR NE
LANCASTER OH 43130
PID: 0270035100

PLUM HOLLOW LLC
161 W MAIN ST
LANCASTER OH 43130
PID: 0534009301

PIKA LLC
PO BOX 990
LANCASTER OH 43130
PID: 0534207600



EXHIBIT D

David Hodge
8000 Walton Parkway, Suite 260
New Albany, Ohio 43054

P: 614.335.9320
F: 614.335.9329
david@uhlfirm.com

January 5, 2024

Re: Notice
45.1 Acre Annexation from Township of Pleasant to City of Lancaster
0 Sheridan Drive NE
Parcels: 0270035930 and 0270035900

Dear neighbor:

You are receiving this notice pursuant to Ohio Revised Code Section 709.023 as an adjacent property owner to the above referenced property. The property owner(s) of parcels 0270035930 and 0270035900 recently filed an annexation petition with Fairfield County requesting annexation of the property to the City of Lancaster. That petition is enclosed.

Sincerely,

A handwritten signature in blue ink that reads "David Hodge". The signature is written in a cursive, flowing style.

David Hodge

**EXPEDITED TYPE II PETITION FOR ANNEXATION
(PURSUANT TO R.C. SECTION 709.023)
TO THE CITY OF LANCASTER
OF ±45.1 ACRES
IN THE TOWNSHIP OF PLEASANT**

November 4, 2023

*TO THE BOARD OF COUNTY COMMISSIONERS
OF FAIRFIELD COUNTY, OHIO:*

The undersigned, petitioners in the premises, and being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described, consisting of ±45.1 acres, more or less, located in the Township of Pleasant, which area is contiguous along 3,286 feet or 46% and adjacent to the City of Lancaster, Ohio do hereby request that said territory be annexed to the City of Lancaster according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023, and that no island of unincorporated area will be created by this annexation.

A full and accurate description and plat of the requested annexation territory are attached hereto and made part hereof.

In support of said Petition, your petitioner states that there are within the territory to be annexed TWO (2) OWNERS OF REAL ESTATE.

David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq., whose address is 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054, are hereby appointed Agents for the undersigned Petitioners, as required by Revised Code Section 709.02(C), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail: david@uhlfirm.com, aaron@uhlfirm.com, and eric@uhlfirm.com.

[Petition signature on following page]

**WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR
RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF
COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION
PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE,
ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL
THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR
SAID SPECIAL ANNEXATION PROCEDURE.**

NAME

DATE

ADDRESS

Paul J. Shull Revocable Living Trust

11/4/2023

1111 Ginder Rd.
Lancaster, OH 43130

By:

Jeffrey H. Shull

Print Name:

Jeffrey H. Shull

Title:

Trustee

**WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR
RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF
COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION
PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE,
ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL
THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR
SAID SPECIAL ANNEXATION PROCEDURE.**

NAME

DATE

ADDRESS

Clara Louise Shull Revocable Living Trust 11/4/2023

1111 Ginder Rd.
Lancaster, OH 43130

By: Jeffrey L. Shull

Print Name: Jeffrey L. Shull

Title: Trustee

PETITIONER:

Paul J. Shull Revocable Living Trust
1111 Ginder Rd
Lancaster, OH 43130

ATTORNEY/AGENT:

Clara Louise Shull Revocable Living Trust
1111 Ginder Rd
Lancaster, OH 43130

David Hodge
Underhill & Hodge LLC
8000 Walton Parkway, Suite 260
New Albany, OH 43054

SURROUNDING PROPERTY OWNERS:

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FAIRFIELD COUNTY LAND
REUTILIZATION CORPORATION THE
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LANCASTER OH 43130
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SHERIDAN RENTALS LLC
% GREGG SHULL
1111 GINDER RD NW
LANCASTER OH 43130
PID: 0270035800

LISTER JARED C
& CAITLIN M SURV
1770 SHERIDAN DR NE
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SPIRES GROUP INC RE CAPITAL MARKETS
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& AMBER M SURV
1814 SHERIDAN DR NE
LANCASTER OH 43130
PID: 0270036100

TIKI VILLAGE INC
1652 SHERIDAN DR
LANCASTER OH 43130
PID: 0270035200

AIM HIGH MISS LOW LLC
1520 PARKLAND DR
LANCASTER OH 43130
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SHULL PAUL J & CLARA L TRUSTEES OF
PAUL & CLARA SHULL REVOC LVG TRUST
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PO BOX 990
LANCASTER OH 43130
PID: 0534207600

ASBURY CINDY S
& RODNEY SURV
1658 SHERIDAN DR NE
LANCASTER OH 43130
PID: 0270035100

PLUM HOLLOW LLC
161 W MAIN ST
LANCASTER OH 43130
PID: 0534009301

GRAPHIC SCALE



45.1± Ac. Tract

Length of Contiguity: ±3,286 feet
Total Length of Perimeter: ±7,217 feet
Percentage of Contiguity: ±46%

No islands of township property are created by this annexation.

45.1± ACRE ANNEXATION FROM THE TOWNSHIP OF PLEASANT TO THE CITY OF LANCASTER

Section 29, Township 15
Range 18, Congress Lands
Township of Pleasant
County of Fairfield, State of Ohio

tabbies



Legend

Area to be Annexed

Existing City of Lancaster Corp Line

Proposed City of Lancaster Corp Line

A Julia A. and John B. Mooney
IN 201300021682
0.80 Ac.
P.N. 0270035919

B Sandra Sue Larkin
IN 200800005350
0.80 Ac.
P.N. 0270036300

C Sheridan Rentals, LLC
IN 201600010552
0.80 Ac.
P.N. 0270035800

D Richard J. and Amber M. Shugert
IN 202200020745
0.80 Ac.
P.N. 0270036100

E Bruce B. Baughman, Trustee of
the Bruce B. Baughman
Revocable Trust
IN 202100022243
1 Ac. (1.240 Ac. Total)
P.N. 0270031200

F Cindy S. and Rodney Asbury
IN 202100022476
0.734 Ac.
P.N. 0270035100

G Mary L. Fox
D.B. 387, Pg. 574
O.B. 552, Pg. 195
P.N. 0270035300

H Ariana Hayes
IN 202100025179
0.577 Ac.
P.N. 0270035400

I Jared C. and Corbin M. Lister
IN 202300008234
0.577 Ac.
P.N. 0270036000

Paul J. Shull, Trustee of the Paul
J. Shull Revocable Living Trust
&
Clara L. Shull, Trustee of the Clara
L. Shull Revocable Living Trust
Tract One
O.R. 690, Pg. 933
21.280 Ac.
P.N. 0270035920

David A. Kraft, Jeremy M. and
Michele L. Ruff
IN 201400016545
3.00 Ac.
P.N. 0270036500

Farfield County Board of
Commissioners
IN 201600019603
1.269 Ac.
P.N. 0514009412
P.N. 0270067300

City of Lancaster
Corporation Line
Res. No. 93-03.18.b
Ord. No. 3793
Recorded in:
O.R. 6 Pg. 419

Board of Education Lancaster
City Schools
O.R. 1705, Pg. 283
Original 41.09 Ac.
P.N. 0534009410

Plum Hollow, LLC
O.R. 1783, Pg. 2991
3.097 Ac.
P.N. 0534009301

MSM Renovations LLC
IN 202300010173
1.53 Ac.
P.N. 0270030000

Paul J. Shull, Trustee of the Paul
J. Shull Revocable Living Trust
&
Clara L. Shull, Trustee of the Clara
L. Shull Revocable Living Trust
Tract Two
O.R. 690, Pg. 936
29.512 Ac.
P.N. 0270035930

Reserve "A"
7.869 Ac.

City of Lancaster
Corporation Line
Ord. No. 34-73
Recorded in:
P.B. 10 Pg. 99,
O.R. 4 Pg. 533

Brentwood Subdivision
Section 1
P.C. 2, Sl. 111
P.N. 0534226900

Tract "A"
3.811 Ac.

Habitat Valley
P.C. 2, Sl. 13

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	007°53'40"	1475.42	203.3'±	N07°07'25"E
C2	001°08'34"	1477.11	29.5'±	N11°36'13"E

DRAWN BY: JRM JOB NO. 23-0038-414
DATE: 10/30/2023 CHECKED BY: DRB



This exhibit is created from information obtained from
the Fairfield County Auditor's Office and the Fairfield
County Recorder's Office. This exhibit is not to be
used for the transfer of land.

ADVANCED CIVIL DESIGN INC.

Doug R. Mack
Reg. No. 7561

Date

**Proposed 45.1± Acre Annexation
from Pleasant Township
to the City of Lancaster**

-1-

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 45.1± acres of land, more or less, said 45.1± acres being part of a 29.512 acre tract of land conveyed to Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust and Clara L. Shull, Trustee of the Clara L. Shull Revocable Living Trust in Official Record 690, Pg. 936 as Tract Two and part of a 16.269 acre tract of land also conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 2, said 45.1± acres more particularly described as follows:

Beginning at the southeast corner of said 16.269 acre tract, the northeast corner of a 0.90 acre tract conveyed to Tiki Village in D.V. 395, Pg. 662, an angle point of Lot 2 as numbered and delineated for the Chartwell Section One subdivision in Plat Cabinet 1, Sl. 152, and being on a westerly City of Lancaster Corporation Line (Ordinance No. 34-73, recorded in Plat Book 10, Pg. 99 and D.R. 4, Pg. 533);

Thence N 87°59'17" W, with the south line of said 16.269 acre tract, the north line of said 0.90 acre tract, and the north line of a 0.734 acre tract of land conveyed to Cindy S. and Rodney Asbury in Instrument No. 202100022476, 369.6± feet to an angle point of said 16.269 acre tract, the southeast corner of a 0.18 acre tract of land conveyed to Jeffrey A. Fox in Instrument No. 202000020772 as Tract #3, and being on the north line of said 0.734 acre tract;

Thence N 64°25'22" W, with the south line of said 16.269 acre tract and the northerly line of said 0.18 acre tract, 131.6± feet to a point on said 0.18 acre tract and the southeast corner of a 5.664 acre tract also conveyed to Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust and Clara L. Shull, Trustee of the Clara L. Shull Revocable Living Trust in Instrument No. 202300014399 as Tract 1;

Thence with the east line of said 5.664 acre tract and the west line of said 16.269 acre tract, the following two (2) courses and distances:

1. N 01°45'40" E, 398.1± feet to a point;
2. N 88°01'27" W, 150.3± feet to an angle point of said 5.664 acre tract and said original 16.269 acre tract and the southeast corner of a 0.120 acre tract of land conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2;

Thence N 02°06'53" E, with the east line of said 0.120 acre tract, the east line of said 5.664 acre tract, and the current west line of said 16.269 acre tract, 371.1± feet to a point;

Thence N 87°54'53" W, with the north line of said 5.664 acre tract and a south line of said 16.269 acre tract, 323.9± feet to a point on the easterly right-of-way of Sheridan Drive (C.R. 56) (60' R/W);

Thence across said 16.269 acre tract and with the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W), with a curve to the right, a central angle of 07°53'40", a radius of 1475.42 feet, an arc length of 203.3± feet, and a chord bearing and distance of N 07°07'25" E, 203.1± feet to a point on the north line of said 16.269 acre tract, the south line of said Tract Two, and being on the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence across said 29.512 acre tract and with the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W), with a curve to the right, a central angle of 01°08'34", a radius of 1477.11 feet, an arc length of 29.5± feet, and a chord bearing and distance of N 11°38'13" E, 29.5± feet to an angle point of said 29.512 acre tract, being on the south line of a 0.80 acre tract of land conveyed to Richard J. and Amber M. Shugert in Instrument No. 202200020745, and the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence S 75°38'21" E, with a south line of said 29.512 acre tract and the south line of said 0.80 acre tract, 239.5± feet to the southeast corner of said Shugert tract and an angle point of said 29.512 acre tract;

Thence N 14° 21' 55" E, with a west line of said 29.512 acre tract, the east line of said Shugert tract, the east line of a 0.80 acre tract conveyed to Sheridan Rentals, LLC in Instrument No. 201600010552, the east line of a 0.80 acre tract of land conveyed to Sandra Sue Larkin in Instrument No. 200800005350, and the east line of a 0.80 acre tract of land conveyed to Julia A. and John B. Moonan in Instrument No. 201300021662, 500.6± feet to an angle point of said 29.512 acre tract and the northeast corner of said Moonan tract;

Thence N 75° 35' 10" W, with the north line of said Moonan tract and a south line of said 29.512 acre tract, 240.0± feet to a point on the north line of said Moonan tract, a south line of said 29.512 acre tract, and being on the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence N 13°13'06" E, across said 29.512 acre tract and with the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W), 474.0± feet to point on a north line of said 29.512 acre tract, the south line of a 1.53 acre tract of land conveyed to Hazel F. Poston in Deed Book 546, Pg. 806, and being on the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence S 87°08'15" E, with a north line of said 29.512 acre tract and the south line of said 1.53 acre tract, 299.1± feet to an angle point of said 29.512 acre tract and the southeast corner of said 1.53 acre tract;

**Proposed 45.1± Acre Annexation
from Pleasant Township
to the City of Lancaster**

-2-

Thence **N 04°41'36" E**, with a west line of said 29.512 acre tract and the east line of said 1.53 acre tract, **200.0± feet** to the northwest corner of said 29.512 acre tract, the northeast corner of said 1.53 acre tract, the southeast corner of a 3.00 acre tract of land conveyed to Aim High Miss Low, LLC in Instrument No. 202100024966, a southwest corner of an original 41.09 acre tract of land conveyed to the Board of Education Lancaster City Schools in Official Record 1705, Pg. 2831, and being on a southerly City of Lancaster Corporation Line (Resolution No. 93-03, Ordinance No. 3793, and recorded in D.R. 6, Pg. 419);

Thence **S 87°08'19" E**, with the south line of said original 41.09 acre tract, the north line of said 29.512 acre tract, and said City of Lancaster Corporation Line, **993.8± feet** to the southeast corner of said original 41.09 acre tract, the northeast corner of said 29.512 acre tract, a northwest corner of Reserve "A" as dedicated for the Brentwood Subdivision Section 1 in Plat Cabinet 2, Sl. 111, the southwest corner of a 3.097 acre tract of land conveyed to Plum Hollow, LLC in Official Record 1783, Pg. 2987, and the intersection of said City of Lancaster Corporation Line (Resolution No. 93-03, Ordinance No. 3793, and recorded in D.R. 6, Pg. 419) and said City of Lancaster Corporation Line (Ordinance No. 34-73, recorded in Plat Book 10, Pg. 99 and D.R. 4, Pg. 533);

Thence with the east line of said 29.512 acre tract, the west line of said Reserve "A", and said southerly City of Lancaster Corporation Line, the following two (2) courses and distances:

1. **S 30° 53' 04" W, 506.6± feet** to a point;
2. **S 04° 49' 54" W of 684.5± feet** to a point;

Thence **S 21° 23' 23" W**, with the east line of said 29.512 acre tract, the east line of said 16.269 acre tract, the west line of said Reserve "A", the west line of Tract "A" as dedicated for the Habitat Valley subdivision in Plat Cabinet 2, Sl. 13, and said City of Lancaster Corporation Line, **573.3± feet** to an angle point of said 16.269 acre tract and Tract "A",

Thence **S 11° 48' 59" W**, with the east line of said 16.269 acre tract, the west line of Tract "A", and the west line of said Lot 2, **528.0± feet** to the **Point of Beginning**, containing **45.1± acres**.

The above description was prepared by Advanced Civil Design Inc. on October 30, 2023 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 7,217± feet, of which 3,286± feet are contiguous with existing City of Lancaster Corporation lines, being 46±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.

ADVANCED CIVIL DESIGN, INC.

Douglas R. Hock, P.S. 7661 Date:

LANCASTER CITY COUNCIL
LANCASTER, OHIO

JANUARY 8, 2024

REGULAR MEETING CONVENES
PRAYER
CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
READING AND DISPOSING OF THE JOURNAL
REPORTS OF CITY OFFICIALS
COMMUNICATIONS
SPECIAL PRESENTATION AND AWARDS
PETITIONS AND MEMORIALS
PERMISSION OF VOTERS AND TAXPAYERS TO ADDRESS COUNCIL
REPORTS OF STANDING COMMITTEES
REPORTS OF SPECIAL COMMITTEES
PUBLIC HEARINGS
READING OF RESOLUTIONS

THIRD READING

NONE.

SECOND READING

Temp Res #134-23

A RESOLUTION AUTHORIZING THE LANCASTER CITY AUDITOR TO REQUEST AN ADVANCE OF FUNDS FROM FAIRFIELD COUNTY FOR THE CITY'S APPORTIONMENT OF TAX SETTLEMENTS FOR 2024

Finance (Ailes/?) (2 Readings)

FIRST READING

Temp Res #1-24

A RESOLUTION AUTHORIZING THE LAW DIRECTOR'S OFFICE TO APPLY FOR THE VIOLENCE AGAINST WOMEN ACT GRANT

Law (3 Readings)

Temp Res #2-24

A RESOLUTION AUTHORIZING CITY DEPARTMENTS TO DISPOSE OF CITY PROPERTY NO LONGER NEEDED VIA AUCTION OR INTERNET AUCTION IN 2024 AND DECLARING AN EMERGENCY

Council of the Whole (1 Reading)

Temp Res #3-24

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PURCHASE ROCK SALT FOR THE 2024-2025 WINTER SEASON

Public Works (3 Readings)

Temp Res #4-24

A RESOLUTION TO SET A 2024 REVENUE AND EXPENSE BUDGET IN THE WATER UTILITY RESERVE FUND (6019), AMEND THE CERTIFICATE WITH THE COUNTY AUDITOR, AND AUTHORIZE THEN AND NOW

CERTIFICATES FOR PAYMENT OF BILLS

Finance (1 Reading)

- | | |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Temp Res #5-24 | <p>A RESOLUTION TO SET A 2024 REVENUE AND EXPENSE BUDGET FOR THE WATER CONSTRUCTION FUND (6026), WATER UTILITY RESERVE FUND (6027), WASTEWATER UTILITY RESERVE FUND (6029), WASTEWATER CONSTRUCTION FUND (6030), AMEND THE CERTIFICATES WITH THE COUNTY AUDITOR, AND AUTHORIZE THEN AND NOW CERTIFICATES FOR PAYMENT OF BILLS</p> <p>Finance (1 Reading)</p> |
| Temp Res #6-24 | <p>A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR THE SOLIDS HANDLING FACILITY</p> <p>Water/WPC (2 Readings)</p> |
| Temp Res #7-24 | <p>A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN LOCAL PUBLIC AGENCY FEDERAL LOCAL LET PROJECT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR THE MEMORIAL-PIERCE WALK WAYS PROJECT, PID 120594, AND DESIGN/PRECONSTRUCTION SERVICES CONTRACTS WITH VARIOUS CONSULTANTS, TO APPROPRIATE FROM THE UNENCUMBERED BALANCE, AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE LDOT IMPROVEMENT FUND (3014)</p> <p>Code Enforcement & Zoning (3 Readings)</p> |
| Temp Res #8-24 | <p>A RESOLUTION AUTHORIZING THE CITY OF LANCASTER TO JOIN THE COOPERATIVE COUNCIL OF GOVERNMENTS AND PARTICIPATE IN THE EQUALIS GROUP COOPERATIVE PURCHASING PROGRAM</p> <p>Council of the Whole (3 Readings)</p> |
| Temp Res #9-24 | <p>A RESOLUTION AUTHORIZING THE CITY OF LANCASTER TO PARTICIPATE IN THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM</p> <p>Council of the Whole (3 Readings)</p> |
| Temp Res #10-24 | <p>A RESOLUTION AUTHORIZING THE CITY OF LANCASTER TO PARTICIPATE IN THE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT ADMINISTERED BY OMNIA PARTNERS, PUBLIC SECTOR</p> <p>Council of the Whole (3 Readings)</p> |
| Temp Res #11-24 | <p>A RESOLUTION AUTHORIZING THE CITY OF LANCASTER TO PARTICIPATE IN THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM</p> <p>Council of the Whole (3 Readings)</p> |
| Temp Res #12-24 | <p>A RESOLUTION STATING SERVICES TO BE PROVIDED BY THE MUNICIPAL CORPORATION TO ANNEXED TERRITORY OF METRO DEVELOPMENT FOR THE</p> |

EXPEDITED TYPE 2 ANNEXATION OF PARCEL NUMBERS 0270035930 AND 0270035900, CONSISTING OF 45.1 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY

Economic Development (1 Reading)

Temp Res #13-24

A RESOLUTION AUTHORIZING THE LANCASTER POLICE DEPARTMENT TO APPLY FOR THE 2024-2025 DRUG USE PREVENTION GRANT

Safety (3 Readings)

READING OF ORDINANCES

THIRD READING

Temp Ord #45-23

AN ORDINANCE ESTABLISHING A NEW CHAPTER 377 OF THE LANCASTER CODIFIED ORDINANCES ENTITLED "UTILITY VEHICLES"

Law (Tener/?) (3 Readings)

Temp Ord #46-23

AN ORDINANCE TO AMEND THE ZONING MAP SUBJECT TO PASSAGE OF THE ANNEXATION OF METRO DEVELOPMENT'S 8.9 +/- ACRES IN GREENFIELD TOWNSHIP, AND TO DECLARE AN EMERGENCY

Economic Development (Ailes/?) (3 Readings)

Public hearing held – December 11, 2023 at 6:30 p.m.

Temp Ord #48-23

AN ORDINANCE AUTHORIZING THE SERVICE SAFETY DIRECTOR TO CONTRACT WITH THE LANCASTER FAIRFIELD COUNTY AMATEUR RADIO CLUB FOR USE OF CITY OF LANCASTER RADIO TOWERS AND ACCESS TO THE SUPPORTING RADIO BUILDINGS NEXT TO THE TOWERS

IT/Telecom (Tener/Ahlers) (3 Readings)

SECOND READING

NONE.

FIRST READING

Temp Ord #1-24

AN ORDINANCE TO RELEASE AN EASEMENT FOR PIPELINE K-221 ON FAIRFIELD COUNTY TAX PARCEL NUMBER 0535031610 AND TO DECLARE AN EMERGENCY

(1 Reading)

Temp Ord #2-24

AN ORDINANCE TO ACCEPT A DONATION OF APPROXIMATELY 5.199 +/- ACRES

(2 Readings)

Temp Ord #3-24

AN ORDINANCE TO ACCEPT A PETITION FOR THE ANNEXATION OF 45.1 +/- ACRES IN PLEASANT TOWNSHIP, TO CONSENT TO ANNEXATION, AND TO DECLARE AN EMERGENCY

(1 Reading)

- | | |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Temp Ord #4-24 | AN ORDINANCE PURSUANT TO OHIO REVISED CODE 709.023(C) TO PROVIDE BUFFER FOR INCOMPATIBLE LAND USE SUBJECT TO PASSAGE OF THE ANNEXATION OF 45.1 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY
(1 Reading) |
| Temp Ord #5-24 | AN ORDINANCE TO AMEND THE ZONING MAP SUBJECT TO PASSAGE OF THE ANNEXATION OF 45.1 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY
(3 Readings)
<i>Public hearing to be set</i> |
| Temp Ord #6-24 | AN ORDINANCE TO ACCEPT THE ANNEXATION OF 8.9 +/- ACRES IN GREENFIELD TOWNSHIP, AND TO DECLARE AN EMERGENCY
(1 Reading) |
| Temp Ord #7-24 | AN ORDINANCE TO REPEAL AND REPLACE PERMANENT ORDINANCE 42-23, TO AMEND THE ZONING MAP SUBJECT TO PASSAGE OF THE ANNEXATION OF 8.9 +/- ACRES IN GREENFIELD TOWNSHIP, AND TO DECLARE AN EMERGENCY
(1 Reading) |

TABLED LEGISLATION

NONE.

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENT OF SCHEDULED MEETINGS

REGULARLY SCHEDULED CITY COUNCIL MEETINGS

1. January 22nd at 6:30 p.m.
2. February 12th at 6:30 p.m.

SPECIAL SCHEDULED MEETINGS

1. None.

REGULARLY SCHEDULED COMMITTEE MEETINGS

1. Finance – January 22nd at 6:00 p.m. – Council Chambers
2. Finance – February 12th at 6:00 p.m. – Council Chambers

READING OF BILLS

EXECUTIVE SESSION (if needed)

ADJOURNMENT

TEMPORARY RESOLUTION NO. 12-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION STATING SERVICES TO BE PROVIDED BY THE MUNICIPAL CORPORATION TO ANNEXED TERRITORY OF METRO DEVELOPMENT FOR THE EXPEDITED TYPE 2 ANNEXATION OF PARCEL NUMBERS 0270035930 AND 0270035900, CONSISTING OF 45.1 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY

WHEREAS, the Trustees of the Paul and Clara Shull Revocable Living Trusts ("Petitioner"), by and through legal counsel at Underhill & Hodge LLC, have filed a Petition for Expedited Type 2 Annexation for parcel numbers 0270035930 and 0270035900, including 45.1 +/- acres currently in Pleasant Township, with the Fairfield County Board of County Commissioners ("BCC") and served the City with said Petition on January 4, 2024; and

WHEREAS, pursuant to the Ohio Revised Code, the City has twenty (20) days after the Petition is filed with the BCC to adopt a statement of services indicating what utilities and other services will be provided to the territory to be annexed; and

WHEREAS, Petitioners, by and through their agents, and the City have negotiated a Pre-Annexation Agreement that sets forth the terms and conditions necessary for the City to provide services to the newly annexed territory; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO,

SECTION 1. That the City intends to provide the following services to the Petitioners' property in Pleasant Township as described in attached Exhibit A for the 45.1 +/- acres, for which a Petition for an Expedited Type 2 Annexation is pending before the BCC upon annexation: Water, Sanitary Sewer, Gas, Stormwater, Sanitation, Police, and Fire/EMS; conditioned, however, upon the annexation being successfully completed and all specific terms and conditions of the Pre-Annexation Agreement being satisfied.

SECTION 2. That if any road maintenance issues are created by or caused by said proposed annexation, the City Engineer and Department of Transportation will address those as agreed upon with the County Engineer.

SECTION 3. That the Petitioners shall ensure that future development within the area proposed for annexation will not result in the main City utility line capacities being exceeded.

SECTION 4. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution must be enacted to meet the annexation timeline imposed by the Ohio Revised Code for an Expedited Type 2 Annexation; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: January 8th, 2024 after 1 reading. Vote: Yeas 9 Nays 0

Date Approved: January 8, 2024

Clerk: Kurt M. Crot

[Signature]
President of Council

Don H. McDaniel
Mayor

Offered by: Cory Johnson

Second by: Mary R. Turner

Requested by Economic Development Committee

Certification

I, Kristina Crites, Clerk of Lancaster City Council, hereby certify this to be a true and correct copy of the original legislation passed by Lancaster City Council at their regular meeting held on Monday, January 8, 2024.

Kristina Crites
Kristina Crites
Clerk of Council

**Proposed 45.1± Acre Annexation
from Pleasant Township
to the City of Lancaster**
-1-

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 45.1± acres of land, more or less, said 45.1± acres being part of a 29.512 acre tract of land conveyed to Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust and Clara L. Shull, Trustee of the Clara L. Shull Revocable Living Trust in Official Record 690, Pg. 936 as Tract One and part of a 16.269 acre tract of land also conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 2, said 45.1± acres more particularly described as follows:

Beginning at the southeast corner of said 16.269 acre tract, the northeast corner of a 0.90 acre tract conveyed to Tiki Village in D.V. 395, Pg. 662, an angle point of Lot 2 as numbered and delineated for the Chartwell Section One subdivision in Plat Cabinet 1, Sl. 152, and being on a westerly City of Lancaster Corporation Line (Ordinance No. 34-73, recorded in Plat Book 10, Pg. 99 and D.R. 4, Pg. 533);

Thence N 87°59'17" W, with the south line of said 16.269 acre tract, the north line of said 0.90 acre tract, and the north line of a 0.734 acre tract of land conveyed to Cindy S. and Rodney Asbury in Instrument No. 202100022476, 369.6± feet to an angle point of said 16.269 acre tract, the southeast corner of a 0.18 acre tract of land conveyed to Jeffrey A. Fox in Instrument No. 202000020772 as Tract #3, and being on the north line of said 0.734 acre tract;

Thence N 64°25'22" W, with the south line of said 16.269 acre tract and the northerly line of said 0.18 acre tract, 131.6± feet to a point on said 0.18 acre tract and the southeast corner of a 5.664 acre tract also conveyed to Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust and Clara L. Shull, Trustee of the Clara L. Shull Revocable Living Trust in Instrument No. 202300014399 as Tract 1;

Thence with the east line of said 5.664 acre tract and the west line of said 16.269 acre tract, the following two (2) courses and distances:

1. N 01°45'40" E, 398.1± feet to a point;
2. N 88°01'27" W, 150.3± feet to an angle point of said 5.664 acre tract and said original 16.269 acre tract and the southeast corner of a 0.120 acre tract of land conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2;

Thence N 02°06'53" E, with the east line of said 0.120 acre tract, the east line of said 5.664 acre tract, and the current west line of said 16.269 acre tract, 371.1± feet to a point;

Thence N 87°54'53" W, with the north line of said 5.664 acre tract and a south line of said 16.269 acre tract, 323.9± feet to a point on the easterly right-of-way of Sheridan Drive (C.R. 56) (60' R/W);

Thence across said 16.269 acre tract and with the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W), with a curve to the right, a central angle of 07°53'40", a radius of 1475.42 feet, an arc length of 203.3± feet, and a chord bearing and distance of N 07°07'25" E, 203.1± feet to a point on the north line of said 16.269 acre tract, the south line of said Tract Two, and being on the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence across said 29.512 acre tract and with the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W), with a curve to the right, a central angle of 01°08'34", a radius of 1477.11 feet, an arc length of 29.5± feet, and a chord bearing and distance of N 11°38'13" E, 29.5± feet to an angle point of said 29.512 acre tract, being on the south line of a 0.80 acre tract of land conveyed to Richard J. and Amber M. Shugart in Instrument No. 202200020745, and the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence S 75°38'21" E, with a south line of said 29.512 acre tract and the south line of said 0.80 acre tract, 239.5± feet to the southeast corner of said Shugart tract and an angle point of said 29.512 acre tract;

Thence N 14° 21' 55" E, with a west line of said 29.512 acre tract, the east line of said Shugart tract, the east line of a 0.80 acre tract conveyed to Sheridan Rentals, LLC in Instrument No. 201600010552, the east line of a 0.80 acre tract of land conveyed to Sandra Sue Larkin in Instrument No. 200800003350, and the east line of a 0.80 acre tract of land conveyed to Julia A. and John B. Moonan in Instrument No. 201300021662, 500.6± feet to an angle point of said 29.512 acre tract and the northeast corner of said Moonan tract;

Thence N 75° 35' 10" W, with the north line of said Moonan tract and a south line of said 29.512 acre tract, 240.0± feet to a point on the north line of said Moonan tract, a south line of said 29.512 acre tract, and being on the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence N 13°13'06" E, across said 29.512 acre tract and with the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W), 474.0± feet to point on a north line of said 29.512 acre tract, the south line of a 1.53 acre tract of land conveyed to Hazel F. Poston in Deed Book 546, Pg. 806, and being on the easterly right-of-way of said Sheridan Drive (C.R. 56) (60' R/W);

Thence S 87°08'15" E, with a north line of said 29.512 acre tract and the south line of said 1.53 acre tract, 299.1± feet to an angle point of said 29.512 acre tract and the southeast corner of said 1.53 acre tract;

**Proposed 45.1± Acre Annexation
from Pleasant Township
to the City of Lancaster**

-2-

Thence N 04°41'36" E, with a west line of said 29.512 acre tract and the east line of said 1.53 acre tract, 200.0± feet to the northwest corner of said 29.512 acre tract, the northeast corner of said 1.53 acre tract, the southeast corner of a 3.00 acre tract of land conveyed to Aim High Miss Low, LLC in Instrument No. 202100024966, a southwest corner of an original 41.09 acre tract of land conveyed to the Board of Education Lancaster City Schools in Official Record 1705, Pg. 2831, and being on a southerly City of Lancaster Corporation Line (Resolution No. 93-03, Ordinance No. 3793, and recorded in D.R. 6, Pg. 419);

Thence S 87°08'19" E, with the south line of said original 41.09 acre tract, the north line of said 29.512 acre tract, and said City of Lancaster Corporation Line, 993.8± feet to the southeast corner of said original 41.09 acre tract, the northeast corner of said 29.512 acre tract, a northwest corner of Reserve "A" as dedicated for the Brentwood Subdivision Section 1 in Plat Cabinet 2, Sl. 111, the southwest corner of a 3.097 acre tract of land conveyed to Plum Hollow, LLC in Official Record 1783, Pg. 2987, and the intersection of said City of Lancaster Corporation Line (Resolution No. 93-03, Ordinance No. 3793, and recorded in D.R. 6, Pg. 419) and said City of Lancaster Corporation Line (Ordinance No. 34-73, recorded in Plat Book 10, Pg. 99 and D.R. 4, Pg. 533);

Thence with the east line of said 29.512 acre tract, the west line of said Reserve "A", and said southerly City of Lancaster Corporation Line, the following two (2) courses and distances:

1 S 30° 53' 04" W, 506.6± feet to a point;

2 S 04° 49' 54" W of 684.5± feet to a point;

Thence S 21° 23' 23" W, with the east line of said 29.512 acre tract, the east line of said 16.269 acre tract, the west line of said Reserve "A", the west line of Tract "A" as dedicated for the Habitat Valley subdivision in Plat Cabinet 2, Sl. 13, and said City of Lancaster Corporation Line, 573.3± feet to an angle point of said 16.269 acre tract and Tract "A";

Thence S 11° 48' 59" W, with the east line of said 16.269 acre tract, the west line of Tract "A", and the west line of said Lot 2, 528.0± feet to the Point of Beginning, containing 45.1± acres.

The above description was prepared by Advanced Civil Design Inc. on October 30, 2023 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 7,217± feet, of which 3,286± feet are contiguous with existing City of Lancaster Corporation lines, being 46±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only

ADVANCED CIVIL DESIGN, INC.

Douglas R. Hock, P.S. 7661 Date:

Resolution No. 2024-01.30.a

A resolution to approve the annexation of 45.1 +/- acres from Pleasant Township to the City of Lancaster, Expedited Type II, pursuant to ORC 709.023, Annexation of Land by the agents for petitioners, David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in major expenditure object category contractual services.

WHEREAS, additional appropriations are necessary to process 2023 Real Estate Tax bills; and

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

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

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

Contractual Services	12100109	\$65,000
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A resolution to appropriate from unappropriated in major expenditure object category contractual services.

For Auditor's Office Use Only:

\$ 65,000 12100109 531020

Signature Page

Resolution No. 2024-01.30.b

A resolution to appropriate from unappropriated in major expenditure object category contractual services.

(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 to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2730, subfund# 8343, PY2023 CHIP/CDBG grant

WHEREAS, Fairfield County was awarded \$ 135,600 of Community Housing Impact and Preservation Program (CHIP)/Community Development Block Grant (CDBG)/ funds from the Ohio Department of Development; and

WHEREAS, budget needs established for grant activity and a cash advance to pay vendors in a timely fashion; and

WHEREAS, it is necessary to appropriate from unappropriated into the major expense category of contractual services.

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

Section 1. Request that the Fairfield County Board of Commissioners Appropriate from Unappropriated funds to the following major expense categories for contractual services:

\$ 135,600 12273023 project# G0006 contractual services

Section 2. Request that the Fairfield County Auditor make the following advance:

DEBIT	1001 090000 General Fund Advance	<\$135,600>
CREDIT	8343 223001 FY23 CHIP/CDBG advance in	+\$135,600

Section 3. Request that the advance be paid back to the General Fund, no later than May 15, 2026.

A resolution to approve to appropriate from unappropriated into a major expense category & Advance General Fund #1001 Cash for Fund # 2730, subfund# 8343, PY2023 CHIP/CDBG grant

For Auditor's Office Use Only:

Section 1.

\$ 93,600	12273023	530315	home/building repair
\$ 4,000	12273023	530010	fairhousing
\$ 38,000	12273023	531000	administration

Section 4. Issue an Amended Certificate in the amount \$135,600 to credit of fund # 2730, subfund# 8343.

Section 5. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12273023 433100 project# G0006 in the amount of \$135,600.

Signature Page

Resolution No. 2024-01.30.c

A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2730, subfund# 8343, PY2023 CHIP/CDBG grant

(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 to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2731, subfund# 8344, PY2023 CHIP/HOME grant.

WHEREAS, Fairfield County was awarded \$ 264,400 of Community Housing Impact and Preservation Program (CHIP)/HOME Investments Partnership funds from the Ohio Department of Development; and

WHEREAS, budget needs established for grant activity and a cash advance to pay vendors in a timely fashion; and

WHEREAS, it is necessary to appropriate from unappropriated into the major expense category of contractual services.

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

Section 1. Request that the Fairfield County Board of Commissioners Appropriate from Unappropriated funds to the following major expense categories for contractual services:

\$ 264,400 12273123 project# G0007 contractual services

Section 2. Request that the Fairfield County Auditor make the following advance:

DEBIT	1001 090000 General Fund Advance	<\$264,400>
CREDIT	8344 223001 FY23 CHIP/CDBG advance in	+\$264,400

Section 3. Request that the advance be paid back to the General Fund, no later than May 15, 2026.

A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2731, subfund# 8344, PY2023 CHIP/HOME grant

For Auditor's Office Use Only:

Section 1.

\$ 264,400 12273123 550325 project# G0007 private rehab

Section 4. *Issue an Amended Certificate in the amount \$264,400 to credit of fund # 2731, subfund# 8344.*

Section 5. *Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12273123 433100 project# G0007 in the amount of \$264,400.*

Signature Page

Resolution No. 2024-01.30.d

A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2731, subfund# 8344, PY2023 CHIP/HOME grant.

(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 to Rescind Resolution # 2024-01.16.q, A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS

WHEREAS, Fairfield County Auditor's Office, on behalf of Fairfield County Job & Family Services, asks that Resolution # 2024-01.16.q be rescinded due to not having enough money on certificate to complete transaction.

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 County Commissioners approves to rescind Resolution # 2024-01-16.q.

Prepared by: Meagen Bowland
cc: Josh Crawford, Fairfield County Job & Family Services

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS

WHEREAS, appropriate from unappropriated into major expense categories of Contractual Services, Materials and Supplies, and Other for org# 12207207 is necessary for the expenses; and

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

Section 1. Request that the Fairfield County Commissioners appropriate from Unappropriated funds in the amount of: \$47,500,000.00 for the 12207207 major expense object category for Contractual services, Materials and Supplies, and Other.

12207207 Contractual Services - \$2,000.00
12207207 Materials and Supplies - \$20,500.00
12207207 Other - \$25,000.00

For Auditor's Office Use Only:

Section 1.

12207207 -550430 - \$2,000.00 *Memberships*
12207207-560000 - \$20,500.00 *Materials and Supplies*
12207207-590000 - \$25,000.00 *Other Expenses (KSI)*

Prepared by: *Annette Mash-Smith, Fiscal Specialist*

Resolution No. 2024-01.30.e

A Resolution to Approve to Rescind Resolution # 2024-01.16.q, A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS

(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 the reduction of appropriations in major expenditure object categories for the EMA Fund #2707, subfund# 8323 FY2023 Emergency Management Performance Grant

WHEREAS, department budgeting is done for the year before knowledge of grant awards caused an over estimation of the grant award; and

WHEREAS, the 2024 appropriations require a reduction of \$20,058.00 to make the budget picture more realistic; and

WHEREAS, this action provides for proper accounting; and

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

Section 1. The County Auditor is to adjust appropriations in the following major expenditure object category by a total of \$20,085.00 for org # 12270723.

REDUCE

Capital Outlay	-\$5,000.00
Contractual Services	-\$13,500.00
Fringe Benefits	-\$2,000.00
Material Supplies	-\$5,000.00

INCREASE

Personal Services	+\$5,442.00
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Prepared by: Christy Noland

A resolution authorizing the reduction of appropriations in major expenditure object categories for the EMA Fund #2707, subfund# 8323 FY2023 Emergency Management Performance Grant

For Auditor's Office Use Only:

Section 1.

12270723	511010	SALARY, EMPLOYEES	\$3,104.50
12270723	514010	VACATION PAYOUT	\$3,200.00
12270723	514050	PUBLIC SERV RECOGNITION CREDIT	\$-862.50
12270723	523000	RETIREMENT-PERS	\$-2,000.00
12270723	530000	CONTRACT SERVICES	\$-3,000.00
12270723	543020	VEHICLE MAINTENANCE	\$-500.00
12270723	553000	COMMUNICATIONS/TELEPHONE	\$-7,000.00
12270723	558000	TRAVEL REIMBURSEMENT	\$-1,500.00
12270723	558002	MEAL REIM NON OVRNGT TRAVEL	\$-1,500.00
12270723	561000	GENERAL OFFICE SUPPLIES	\$-5,000.00
12270723	574000	EQUIPMENT, SOFTWARE & FIXTURES	\$-5,000.00

Section 2. Issue an Amended Certificate by reducing fund#2707, subfund#8323 by <\$20,058.00>

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12270723 433100 by reducing the amount by <\$20,058.00>

Resolution No. 2024-01.30.f

A resolution authorizing the reduction of appropriations in major expenditure object categories for the EMA Fund #2707, subfund# 8323 FY2023 Emergency Management Performance Grant

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an Agreement between Fairfield County and Burgess & Niple, Inc.

WHEREAS, the Fairfield County Engineer is recommending that this Board of Commissioners hire Burgess & Niple, Inc.; 330 Rush Alley; Suite 700; Columbus, Ohio 43215 to perform a feasibility study at the intersection of Coonpath Road and Election House Road, as directed by the Fairfield County Engineer's Office, for the stated fees, and per the terms in the attached Agreement.

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 sign the Agreement with Burgess & Niple, Inc. to provide a feasibility study for the Fairfield County Engineer, for the stated fees, and per the terms of the attached Agreement.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a copy of this signed Agreement for further action.

Prepared by: Cheryl Downour
cc: Engineering Office

AGREEMENT

Fairfield County Commissioner's and Burgess & Niple, Inc.

This **AGREEMENT** entered into at Lancaster, Ohio on this 23th day of January, 2024 by and between the County of Fairfield, State of Ohio, acting through the County Engineer, hereinafter referred to as COUNTY, and Burgess & Niple, Inc., duly licensed and existing under the laws of the State of Ohio for the practice of engineering services, hereinafter, referred to as CONSULTANT, with an office located at 330 Rush Alley, Suite 700, Columbus, Ohio, 43215.

PROJECT OVERVIEW

Project: Coonpath Road & Election House Road Intersection Feasibility Study

Project Manager: Eric McCrady, P.E.

Project Completion Date: June 28, 2024

Project Description: Perform feasibility study to identify improvements at the intersection of Coonpath Road and Election House Road to serve vehicular traffic demand along with improving safety.

SCOPE OF SERVICES

The CONSULTANT agrees to provide engineering services for the above mentioned project, which includes the following:

SEE "ATTACHMENT A"- Scope of Services submitted by Consultant to County.

COMPENSATION

The COUNTY agrees to compensate the consultant for the performance of the work as specified in the SCOPE OF SERVICES section of this agreement, as follows:

Lump Sum Fee of \$34,00.00

PROJECT PROGRESSION

The CONSULTANT shall submit monthly progress reports in the form and content acceptable to the COUNTY. No payment will be processed without a monthly progress report. If the progress report reveals that the project is NOT progressing satisfactorily or if invoicing is not commensurate with the progression of work, then payment to the CONSULTANT on this agreement will be SUSPENDED. At no such time shall this be cause for the CONSULTANT to stop work on the project. In the event suspension of payment is invoked, the CONSULTANT shall then supply to the COUNTY the reason(s) for unsatisfactory performance.

Should the reason(s) for unsatisfactory progression of the work be deemed by the COUNTY to be beyond the control of the CONSULTANT or be deemed by the COUNTY to have been unforeseen at the time the project was awarded, documentation detailing a Change in Scope will be drafted in which the CONSULTANT must thoroughly explain and justify the remaining items of work needed to complete the project. In the event of a Project Overrun, the CONSULTANT shall identify and justify all additional costs above the original estimated cost required to finish the project. Once explanations and justifications of the reasons for unsatisfactory progression of work and/or additional costs have been reviewed and accepted by the COUNTY, then an ADDENDUM shall be made to this AGREEMENT to complete the project on the time frame and fee acceptable to both the COUNTY and the CONSULTANT.

Should the reason(s) for the unsatisfactory progression of the work be deemed by the COUNTY to be in FULL control of the CONSULTANT, then the CONSULTANT is bound by this AGREEMENT to complete the work described for the sum set forth in a time frame acceptable to the COUNTY.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the CONSULTANT, the CONSULTANT shall be paid his compensation for services performed to termination date including reimbursable expenses then due and all terminal expenses. On termination, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the

CONSULTANT in performing this Agreement whether completed or in process must be delivered to and become property of the COUNTY.


The date of the CONSULTANT’s endorsement shall serve as notice of authorization to proceed.

The undersigned, having full knowledge of the site, preliminary plans and specifications for the proposed Project and the conditions of this proposal hereby agrees to furnish all services, labor, materials and equipment necessary to complete the work described in the Scope of Services by the completion date specified above and to accept the price specified above as full compensation for the work described in this request for proposal.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on this _____day of _____, 2024.

FAIRFIELD COUNTY COMMISIONERS

Burgess & Niple, Inc.

By:  _____
Title: January 17, 2024

Witness

ATTACHMENTS

The following items are to be considered a part of this contract: “Attachment A”

Fairfield County Engineer's Office Coonpath Rd and Election House Rd Feasibility Study Scope (November 30, 2023)

* * * * *

1

Project Information

The purpose of the project is to identify any improvements at the intersection of Coonpath Road and Election House Road to serve vehicular traffic demand along with improving safety.

Assumptions made while developing this scope of services

- **Capacity Analysis**
 - A signal warrant will be completed as a part of this study at the intersection of Coonpath Road and Election House Road
 - 2028/2048 traffic forecasts will be used as the basis of the capacity analysis, which will be completed using the latest version of the Highway Capacity Software (HCS)
- **Mapping**
 - No detailed survey will be collected at this time; B&N will coordinate with the FCEO to obtain any detailed survey within the study area to supplement the GIS information available online
 - County Auditor's Mapping and OGRIP existing lidar and aerial imagery will be used to develop alternatives
- **Alternatives Being Evaluated**
 - It is assumed there will be a no-build alternative and two build alternatives, a signalized or All-Way-Stop-Controlled option and roundabout option
- **Environmental**
 - Perform a desktop literature review/screening of the project site.
 - No environmental field work for this phase of the project; to be included as next steps once recommended alternative is determined.
- **Purpose & Need**
 - An official Purpose and Need (P&N) will not be developed as the initial part of the contract. Rather, a high-level purpose and need statement will be developed for inclusion in the study, but not submitted to ODOT for review.
- **Stakeholder & Public Outreach**
 - It is assumed that there will not be any public involvement during this phase of the project
- **Agency Review**
 - Assuming a single review of the draft report by the Fairfield County Engineer's Office and ODOT.

Fairfield County Engineer's Office Coonpath Rd and Election House Rd Feasibility Study Scope (November 30, 2023)

Scope of Services – Individual Tasks

Task 1.2.B – Conduct Field Review (walk through)

This task assumes 1 B&N design staff member will perform a site visit to investigate the existing topographic features such as culverts, streams, R/W features, and utilities that may not be evident in the available mapping and will be used to differentiate between the Build alternatives. Photos and a drive through video will be captured for reference during the study and in the report as needed. Assume 2-hours for one B&N staff member to perform the site visit and process information plus 1-hour total drive time. Assume 3 hours for this task.

1.3.A – Existing Crash Analysis

B&N will perform a crash analysis for 2018 through 2022 for the intersection of Coonpath Road & Election House Road using ODOT's GCAT and CAM tools. A crash diagram will be developed for the intersection of Coonpath Road & Election House Road using data from 2018 through 2022. The actual crash reports will be reviewed to verify the location of the reported crash and to look for clues into crash causes from police officer narratives and/or witness reports and to ensure the accuracy of the CAM Tool data. Graphs and tables will be developed for inclusion in the report. Assume 24 hours for this task.

1.3.E – Traffic Forecasts

A 24-hour turning movement count will be collected at the Coonpath Road & Election House Road intersection. Count will be collected on a Tuesday, Wednesday or Thursday when schools are in session. Miovision cameras will be used for the count. This task includes drive time to and from the site, along with Miovision processing cost of \$430 for the traffic count. Assume 4 hours for this work.

2028/2048 traffic forecasts will be developed for the intersection. MORPC travel demand models will be used to develop the growth for the intersection. It is assumed that the No-Build and Build volumes at the intersection will be the same so only one future year forecast will be developed. Assume 6 hours for this work.

2.1.A.C – Capacity Analysis for Build Alternatives

2048 AM and PM peak capacity analysis will be conducted for the No-Build condition and up to three alternatives. It is assumed that the alternatives will include an expanded all-way-stop-controlled intersection, a traffic signal, and a roundabout. Analysis will be conducted using the latest version of the Highway Capacity Software. Capacity results will be included in the narrative for the Feasibility Study and outputs from HCS will be included in the appendix. HCS files will also be submitted. Assume 16 hours for this task.

2.1.A.E – Design Criteria

This task is to summarize all pertinent design criteria information in a tabular format to be documented in the final report and used as a guideline for future plan development. Assume 4 hours for this task.

Fairfield County Engineer's Office

Coonpath Rd and Election House Rd

Feasibility Study Scope (November 30, 2023)

2.1.A.G – Preliminary Alignment and Profile

This task assumes up to two Build alternatives will be developed on top of an aerial image from the OGRIP Site. It is assumed that there will be one alternative that is either an all-way-stop-controlled or signalized intersection with the addition of turn lanes, and one alternative that implements a roundabout at the intersection. It is assumed that one variations of the roundabout option will be investigated, located in the northwest quadrant of the intersection. This task anticipates that horizontal geometry will be developed using OpenRoads. No detailed geometry (including baselines and curve data) will be provided as a deliverable for this study. It is assumed that no profile changes will be made. The pavement will be widened from existing to determine work limits and right of way impacts. Existing aerial images and lidar data will be used as well as GIS right-of-way and parcel information from County Auditor. Assume 8 hours/alternative for the signalized Build alternative and 16 hours for the roundabout Build alternative to develop the preliminary geometry for a total of 24 hours.

2.1.A.H – Cross Sections

A conceptual, "rough", proposed surface will be developed using OpenRoads. The surface will use 4:1 fill slopes (preferred) and 3:1 maximum fill slope (where additional R/W would be required for the sole purpose of shallower slopes) and a generic ditch section using 1.5-foot ditch depth and the FCEO standard ditch section (2-foot flat bottom with 4-foot rounding) to estimate the anticipated toe of slope. Cross sections will not be developed as part of this task but can be viewed dynamically from the 3D model to verify the "rough" proposed surface. No cross-section sheets will be developed for this submittal, however critical elements from the cross sections such as grading limits can be shown in plan view for reference. No utilities will be modeled or shown in cross sections. Assume 8 hours/alternative to develop and review the 3D surface and show grading/construction limits in the plan view. Total of 16 hours for this task.

2.1.A.I – Create Exhibits

This task assumes plan view exhibits will be developed for up to two Build alternatives and one no-build alternative. These exhibits are anticipated to be large-scaled roll plots (100-scale) showing the proposed alternative plan view on aerial, preliminary pavement markings, anticipated construction limits, and existing right of way from auditor mapping. No vertical profile sheets will be developed nor cross section sheets for any of the build alternatives. Assume 4 hours/Build alternative and 2 hours for the No-Build alternative exhibit for a total of 10 hours.

2.2.B – Environmental Screening

This task includes a review of secondary search/literature environmental sources will be reviewed to determine if any known site is located within the proposed footprint of the study area. This will include reviewing the ODOT-Ohio Regulated Properties Search (ORPS) tool to identify know state and federal regulated materials/waste sites within the project area and adjacent properties. The U.S. Fish and Wildlife (USFWS) Fairfield county list and Ohio Department of Natural Resources (ODNR) Natural Heritage Database (NHD) will be requested to identify any threatened and endangered plant and animal species located within the study area. The Federal Insurance Rate Maps (FIRM) panels will be reviewed to determine if the streams have regulated floodplains. The State Historic Preservation Office Online database will be reviewed to determine if any historic structures or archaeological

Fairfield County Engineer's Office

Coonpath Rd and Election House Rd

Feasibility Study Scope (November 30, 2023)

resources are within the study area. The report will include mapping of the information collected from the agencies listed above. A narrative will be prepared for the environmental section of the report. Assume 12 hours for this task.

2.3.E.A – Signal Warrant Analysis

A traffic signal warrant will be conducted at the intersection of Coonpath Road & Election House Road to determine if a signal is warranted. Warrant analysis will be conducted using the ODOT Traffic Signal Warrant Spreadsheet. Assume 4 hours for this task.

2.3.G.A – Utility Coordination and Documentation

Time will include submitting an OUPS ticket to request for record plans and review of the existing infrastructure within the project corridor to identify major utilities and locations to avoid conflicts. This task will require coordination with the utility companies to obtain all record plan information, then get an estimated location of each utility line plotted in CADD to use as a background basemap when developing the intersection improvement alternatives. Assume 1 hour to obtain an OUPS ticket, 4 hours of coordination time to follow-up and obtain/summarize all record plans and confirm utilities in the corridor and resolve any discrepancies in the information received, 4 hours to map the approximate locations of each utility into CADD based on the record plans. Assume a total of 9 hours for this task.

2.4.A – Roadway/Interchange Costs

Conceptual cost estimates will be developed for up to two Build alternatives. These cost estimates will be an "order of magnitude" planning level estimate only based on the "big ticket" cost contributors, such as pavement, structures, and earthwork, that can be easily measured using Microstation elements. Other items, such as MOT, drainage/BMP's, signing/stripping, etc. will be developed as a percentage of the total construction cost or based on other similar projects. R/W and utility relocation costs will not be estimated as a part of this task. Assume 10 hours/estimate for a total of 20 hours.

2.5.A – Evaluation Matrix

An evaluation matrix comparing up to two Build alternatives and the No-Build alternative will be developed that will include the following as possible differentiators: estimated construction cost, traffic operation impacts, vehicular safety, potential R/W and utility impacts, and other items as determined during the study. A "consumer reports"-style format will be used for ease of readability, and a second version using text to explain/justify the individual ratings in detail will be developed and provided for Fairfield County's and ODOT's review. The Level of Service will be provided for each alternative in the detailed matrix. Assume 8 hours for this task to complete both versions of the Evaluation Matrix.

Fairfield County Engineer's Office Coonpath Rd and Election House Rd Feasibility Study Scope (November 30, 2023)

2.5.B – Prepare Feasibility Study Report

A Feasibility Study report will be developed summarizing the work that was done during this study. This will include a narrative explaining the process that was completed, the results of the analysis, and a description of each of the Build and the No Build alternatives. The final section of the Feasibility Study report will be a recommendation, determined in collaboration with the Fairfield County Engineer's Office, and next steps. Assume 26 hours to complete the draft report and 4 hours for any revisions based on the draft comments. Total of 30 hours for this task.

2.8.B – General Oversight

This task includes effort related to Project Management including invoice review, personnel assignment, progress reporting, daily assessment of required action items to stay within the scope of services and meet the established schedule. Assume a 3-month schedule duration for this contract. Assume an average of 4 hours/month for a total of 12 hours.

2.8.C – Project Set Up

This task is to develop the Project Management Plan for the project, set up the internal accounting system for the project, and allocate the resources for the project. Assume 4 hours for this task.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2024

Page: 1 of 1

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130
Revisions: 000

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

Purchase Order # **24002372 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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

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BURGESS & NIPLE INC
330 RUSH ALLEY
COLUMBUS, OH 43215

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				2514					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/18/2024		40890						ENGINEER-ADMIN	
NOTES									

PO Requisitioner Name : Julie Huggins

E mail Address : julie.huggins@fairfieldcountyohio.gov

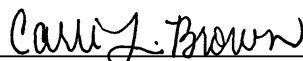
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	STUDY TO IDENTIFY IMPROVEMENTS AT THE INTERSECTION OF COONPATH ROAD AND ELECTION HOUSE ROAD GL Account: 16202405 - 530020	1.0	EACH	\$34,000.00	\$34,000.00
GL SUMMARY					
16202405 - 530020		\$34,000.00			

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$34,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/18/2024



Auditor Fairfield County, OH

Purchase Order Total

\$34,000.00

For Department Use ONLY

ROUTING FORM FOR CONTRACTS

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

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

Coonpath & Election House
Feasibility Study with
Burgess & Niple

Signed this _____ day of _____, 20_____.

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A resolution to approve an Agreement between Fairfield County and Burgess & Niple, Inc.

(Fairfield County Engineer)

Approved as to form on 1/19/2024 3:27:50 PM by Amy Brown-Thompson,

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

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

Signature Page

Resolution No. 2024-01.30.g

A resolution to approve an Agreement between Fairfield County and Burgess & Niple, Inc.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

\$5,000.00 16202403-Materials & Supplies

For Auditor's Office Use Only:

16202403-561070 \$5,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-01.30.h

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

(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 approving a Contract between Moseley Elevator, and the Fairfield County Commissioners For Elevator Modernization at the Fairfield Center

WHEREAS, An Invitation to Bid pursuant to ORC 307.86 was held for the modernization of an elevator and Moseley Elevator was the only bidder, and

WHEREAS, The Board of County Commissioners desires to enter into an contract with Moseley Elevator for modernization of an elevator at The Fairfield Center, and

WHEREAS, Jon Kochis, Fairfield County Facilities Director, has reviewed the agreement and desires to contract with Moseley Elevator for these services, and

WHEREAS, the agreement as attached has been approved as to form by the County Prosecutor's Office, and

WHEREAS, a purchase order encumbering the funds for the services has been acquired, and

WHEREAS, this agreement shall be effective January 30th, 2024 through October 31, 2024 unless otherwise requested an approved by change order.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract with Moseley Elevator.

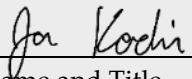
Section 2. The Clerk of the Board of Commissioners will provide a signed reproduction copy to Moseley Elevator, after approval.

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.***

GENERAL SERVICES AGREEMENT

This AGREEMENT, made this ____ day of January, 2024, by and between Moesely Elevator(The Contractor), with offices at 8302 Estates Parkway, Suite 301 Plain City OH 43064, and the Fairfield County Commissioners, 210 East Main Street Room 300, Lancaster, Ohio 43130 (The Board) for Elevator Modernization services in Fairfield County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

The Contractor agrees to provide all materials, supplies, equipment, labor, and supervision necessary, and perform, as an independent contractor, the following described work as set forth in the attached "Proposal," and further described in attached "Exhibit A."

1. Contract term (if applicable) from January 12th, 2024 (Beginning Date) to June 1, 2024 (Ending Date).
Per the durations in Exhibit A. MES shall not be penalized for delays beyond our control. Ex: related building work must be completed by others prior to scheduling State inspection. DMD 1.19.2024
2. The total amount of the contract cannot exceed \$125,000, unless otherwise limited or expanded by amendment.
3. The Contractor will work during hours mutually agreeable and acceptable to both the Board and the Contractor.
4. The Contractor shall submit invoice(s) to the Board for work performed. Invoices will be submitted each month within 5 days of the end of the Second Monday of the month for services rendered during the month. The Contractor shall make all reasonable efforts to include all services provided during the service month on the invoice. The Board will make payment for all invoices received in accordance with the terms of this contract. The Board will only pay for those services outlined in the attached "Proposal," and further described in attached "Exhibit A."
5. The Board shall pay the Contractor for the performance of the work as set forth in the attached "Proposal," and further described in attached "Exhibit A." Specifications pertaining to this agreement will be strictly enforced.
6. Additional charges MUST be approved by the Board liaison in writing and will be based on additional time spent to complete the Work.
7. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
8. The Contractor will supervise and direct the work; however, the Board will, at all times, have access to the work.

9. The Board reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the Board shall renegotiate the contract price to reflect the costs of the work so altered.
10. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
11. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
12. The Contractor agrees to protect, defend, indemnify, and hold the Board; its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the Board; its officers, employees, and agents in defending any action arising out of the aforementioned acts or omissions.
13. The Contractor shall not permit liens or encumbrances to be filed against the Board property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the Board's prior written consent.
14. In the event the Board provides its written consent to a Subcontractor, the Contractor shall indemnify and save the Board and the Board's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Board's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Board may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Board to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Board shall be considered

as a payment made under the Agreement by the Board to the Contractor and the Board shall not be liable to the Contractor for any such payments in good faith.

15. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.
16. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
17. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
18. The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of completion. The Contractor warrants and guarantees for a period of one year from the date of completion of the improvement, that it is free from all defects due to faulty materials or workmanship, and The Contractor shall promptly make corrections as may be necessary by reason of such defects. The Board will give notice of observed defects with reasonable promptness. In the event that The Contractor should fail to make repairs, adjustments, or other work, which may be made necessary by such defects, The Board may do so and charge The Contractor the cost thereby incurred. If applicable, THE CONTRACT BOND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE GUARANTEE PERIOD.

19. When the work is completed, the site shall be cleaned of all rubbish and debris caused by the construction and/or demolition. All temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.
20. After ten (10) days from delivery of a Written Notice to The Contractor, the Board may, without cause and without prejudice to any other right or remedy, elect to terminate this agreement. In such case, The Contractor shall be paid for all work executed and any expense sustained, unless such termination was due to the act or conduct of the Contractor.
21. This Agreement is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this Agreement promptly available to any requesting party. Upon request made pursuant to Ohio law, the Board shall make available the Agreement and all public records generated as a result of this Agreement. By entering into this Agreement, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.
22. The Contractor 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 contract, which will impede its ability to perform the services under this Agreement. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a Board employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. The Contractor shall report the discovery of any potential conflict of interest to the Board. Should a conflict of interest be discovered during the term of this contract, the Board may exercise any right under this Agreement, including termination.
23. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the Board.
24. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.
25. If any term or provision of this Agreement 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 Agreement 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 Agreement shall be valid and enforced to the fullest extent permitted by law.

26. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. All amendments and changes shall be dated and become part of the original Agreement. The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.
27. The Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Ohio and shall have been deemed to have been executed in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the Fairfield County Common Pleas Court, Fairfield County, Ohio.

In Witness Whereof, the parties hereto have executed this Agreement, in duplicate, as of the 12thth day of January 2023.



CONTRATOR

01.19.2024

DATE

FAIRFIELD COUNTY

DATE



Moseley Elevator Service
8302 Estates Parkway; #301
Plain City, OH 43064

January 4, 2024

Fairfield County Commissioners
Mr. Jon Kochis; Facilities Director
204 E. Main Street
Lancaster, OH 43130

Re: Elevator Modernization Proposal – The Fairfield Center – Elevator 2, State ID 43371

Moseley Elevator Service (MES) is pleased to provide a proposal to modernize one (1) hydraulic passenger elevator systems State ID: 43371, located at 12933 Stonecreek Dr., Pickerington, OH 43147 for the sum of **One Hundred Ten Thousand Dollars (\$110,000.00)**. Price excludes sales tax. This price is valid for 45 days.

Bid Summary:

- Base Bid: \$110,000
- Cab Interiors: **Add** \$15,000 (allowance)
 - Pricing to be finalized based on finishes selected by customer.
 - Pricing based on installation of finishes during modernization project.
- 2019 Code Change: **Add** \$15,000
 - Only applicable if project is permitted after impending code change adoption (must be permitted by 2/28/2024)

Non-Proprietary Components: MES includes quality non-proprietary components installed by qualified IUEC Elevator Mechanics. MES has partnered with the top elevator industry manufacturers to create a comprehensive non-proprietary modernization package. It is in everyone's best interest to provide Non-proprietary components as any elevator company will be able to maintain and purchase spare parts from these vendors at a fair price. We are proud to offer these components in our modernization package:

- Power Unit: Boremax (Vantage)
- Controller: Elevator Controls (Vantage)
- Fixtures: MAD (Vantage)
- Door Equipment: GAL (Vantage)
- Wiring Package: Vantage

Thank you for the opportunity and we look forward to discussing this proposal with you.

Sincerely,

Dan DeVault, President/Managing Partner

Moseley Elevator

Scope Summary

Component	Description
Equipment/State ID's	23804
Code	A17.1 2016 (Budget \$15,000 for 2019 code)
Seismic	Zone 1
Electrical Rating	NEMA 1
Capacity	2100#'s
Speed	95 FPM
Travel	10'
Landings	2 : 2 Front/0 Rear
Controller	NEW, Non-Proprietary Microprocessor
Power Unit	NEW, includes new motor, pump & valve
Cylinder/Jack	Retain, install NEW packing. (assumes existing jack is DB)
Door Operator(s)	NEW, GAL MOVFR, Non-Proprietary
Door Linkage/Hardware	Retain, clean and adjust
Traveling Cable	NEW w/ spare conductors
Machine Room/Hoistway Wiring	NEW
Car Top Station	NEW
Car Operating Panel/Return	NEW, MAD Fixtures - SS#4
Car Interiors	Retain, Budget \$20,000 for new cab interior.
Hall Stations	NEW @ all landings, Innovation Surface mount, SS#4
Hoistway Doors and Frames	Retain
Sills	Retain
Warranty	12 Months Included
Lead Times	Submittals: 4 weeks Fabrication: 10-12 weeks Installation: 4 weeks

Detailed Scope:

CONTROLLER: Provide new universally serviceable and non-proprietary solid state micro-processor controller for starting, acceleration, deceleration, and stopping of the elevator. Controller shall include solid state motor starter, providing significant reduction in peak power draw. Include necessary starting switches together with all relays, switches, solid-state components and hardware required for complete operation. Provide Fire Service Phase I emergency recall operation and Phase II emergency in car operation. Provide hoistway access service as required at the top and bottom landings. Provide Emergency-Rescue Device (ERD). Controller shall meet the 2016 ASME A.17.1 Code requirements with State of Ohio Amendments. All machine room control equipment will carry the NEMA 1 Rating.

HYDRAULIC POWER UNIT: Install complete new hydraulic submersible pump unit including motor, pump, valve, reservoir, piping and shutoff valve, with new sound reducing muffler. Install new oil line shutoff valve in the elevator machine room.

LEVELING SYSTEM (2): Install leveling system which monitors oil temperature and adapts slowdown distance to load changes in the elevator. The stabilized leveling time is drastically reduced resulting in a significantly faster floor-to-floor time, reduced energy and a cooler running power unit.

DOOR OPERATION: Install universally serviceable and non-proprietary new closed loop door operator with new door clutch assembly.

NFRARED DOOR PROTECTION: Install new “non-touch” infrared door obstruction detection device.

WIRING AND TRAVEL CABLE: Install new machine room and hoistway wiring for the new components. All wiring and electrical interconnections shall comply with the governing codes. Insulated wiring shall have flame retardant and moisture-proof outer covering. Install new multi-conductor hoistway wiring for the new elevator hall fixtures. Install new neoprene jacketed multi-conductor car traveling cable for the new elevator car fixtures and car top station.

CAR TOP INSPECTION STATION: Install new car top operating station including emergency alarm bell, lighting and GFCI receptacle.

CAR OPERATING PANEL: Universally serviceable and non-proprietary Applied car operating panel shall be installed. It shall contain a bank of mechanical illuminated buttons marked to correspond to the landings served and emergency call button. Provide keyed switches for lights, inspection, and stop switch for proper elevator operation. Adjacent plates with raised numerals and braille symbols will be provided for each operating button. A 2” digital car position indicator will be provided inside the elevator. A telephone shall be furnished integral with the car operating panel. Necessary wires for the telephone shall be included in the compartment and connected to the car traveling cable. The phone line installation and monthly service fee from the phone company is by the Owner.

HALL PUSHBUTTON STATIONS: Hall fixtures shall be installed at landings with the necessary call buttons, fire service operation keyswitches and indicators, and hoistway access keyswitches at the terminal landings as required by Code.

CAB INTERIOR: Retain existing (See alternate below)

HYDRAULIC JACK: Retain. New packing shall be installed. (Assumes existing cylinder is double bottom)

PROJECT WARRANTY: Elevator Service will provide a (1) year warranty on parts. The maintenance contract will become effective after reinstating the elevator to public use. **If warranty labor is needed please advise and we will advise the additional cost.** Service calls and/or labor performed during weeknights, weekends, and/or holidays, will become an additional charge. Warranty does not cover parts or labor due to improper or abnormal use, misuse, neglect, abuse or accident, failure to follow operating instructions or acts of God.

CLARIFICATIONS:

1. This proposal assumes that any ancillary building work will be contracted by the owner/building manager and this cost is not included in our proposal.
2. Alternate 1 below is a budget to replace the cab interior (wall panels, ceiling, handrails). Final cost to be reconciled based on final finish selections (if applicable).
3. This proposal assumes all work will be performed during regular business hours.
4. This proposal is based on permitting the modernization under the current elevator code (ANSI A17.1 – 2016). 2019 code will be adopted soon. Please budget an additional \$15,000 should the code change to 2019 prior to elevator award/permitting.
5. This proposal assumes that the existing jack is a double bottom cylinder. If single bottom, jack must be replaced per code.
6. All out of scope work, operator time, etc. shall be billed at our standard billing rates.
7. Existing door panels will be retained and can be painted (by others). We will coordinate with your painter without charge assuming this does not interfere with our normal work sequence.
8. MES shall be provided with a dry and secure area, with rollable access from street to stage material and tooling throughout the duration of the project.
9. A dumpster shall be provided.
10. Payment and Performance Bond has been included.
11. Exception taken to completion date. See above lead times on page 2 of this proposal.

WORK BY OTHERS

1. Dry pit – a sump pump shall be installed if required by code.
2. Any cutting and patching of building construction required to install signal fixtures, or other elevator apparatus, and any repairs, grouting, patching, or painting made necessary by same.
3. Furnish and install OSHA approved barricades during construction.
4. A machine room properly lighted and ventilated per code requirements with temperature maintained between 45°-95° with relative humidity not exceeding 85%. Door of size to permit access for hydraulic machine, to be self closing and locking, but openable from inside without key. All non-elevator related items must be removed. All penetrations must be patched and sealed.
5. New LED machine room lighting with GFCI outlets and NEMA 4 GFCI outlets/associated piping and LED lighting in the pit. LED tube lights must be plastic coated or guarded. Light Switch accessible from the pit.
6. Light switch in elevator machine room, with switch located adjacent to access door.
7. Telephone instrument in elevator car, and dedicated wiring from building source to elevator control panel.
8. Analog type phone service/line will need to be brought to the elevator controller in the machine room. Cellular option can be provided by MES for \$1,500.00
9. Furnishing of any special intercom, paging, card readers, cameras, or television systems, including wiring from building source to elevator control panel.
10. Necessary power for installing, erecting, and testing, without charge.
11. A safe and dry space to store elevator equipment and tools before and during construction.
12. Furnish and install smoke detectors, modules and all associated wiring to comply with 2016 ASME A.17 Code requirements. Please consult with your Fire Protection Contractor to ensure you comply with NFPA requirements. A smoke detector will need to be installed at the top of the hoistway.
13. Elevator flooring material and installation.
14. For hydraulic elevators, if sprinklers are located in the pit, a smoke detector will be required at the top of the hoistway.
15. Furnish and install a new fused and lockable disconnect (appropriate voltage), with 3-Phase 4-wire system and earth-ground. A 120V AC, 15 amp, fused and lockable disconnect, single-phase, earth-grounded for cab illumination/ventilation to the elevator controller.
16. The electrical feeder size may need to be increased to meet the new HP requirements of the system.
17. Provide a fire extinguisher in the elevator machine room.
18. If asbestos is found/related to our work it is the responsibility of the Owner to abate, contain or prepare the workplace for us to continue our work.
19. Supply a dumpster for removal of waste from jobsite.
20. Provide a forklift or Pettibone if needed.
21. If any contractors responsible for work required by others cause delay for any reason, there will be additional cost in the form of a change order to account for standby or extra time on the job due to the delay.

PRICE:

Base Bid: One Hundred Ten Thousand Dollars (\$110,000.00), excluding sales tax. This price is valid for 45 days.

- **Alternate 1: New Cab Interior: Add \$15,000.00 _____ (initial to accept)**

ACCEPTANCE OF PROPOSAL:

Please read the Terms and Conditions of this proposal which is a part thereof.

Customer/Authorized Representative

Moseley Elevator Service

Date Accepted _____

Date Accepted _____

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title President

PAYMENT TERMS:

1. Fifty percent of the total contract price due upon signed acceptance. Once payment received material will be ordered.
2. Twenty-Five percent due upon delivery of materials from manufacturer.
3. The balance due upon completion of the installation.
4. Project needs paid to 90% prior to returning to service.

TERMS AND CONDITIONS:

Acceptance of the proposal by the Customer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing MES to commence work or preparation for work will constitute acceptance of this Proposal and all its terms & conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.

The Customer or Customers herein agree that MES shall retain title to all materials and equipment delivered and placed upon any real property owned by Customer until final payment is made; that MES shall have a lien thereon for any sums remaining unpaid, either for materials or labor or both, furnished under the terms of this Agreement. All sums not paid when due shall bear interest at the rate of 1½ % per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection including reasonable attorneys' fees, shall be paid by Customer. **DMD 1.19.2024**

If the Customer fails to make payment to MES as herein provided, then MES may stop work without prejudice to any other remedy it may have. Customer is to prepare all work areas so as to be acceptable for MES work under this Agreement. MES will not be called upon to start work until sufficient areas are ready to insure continued work until job completion

After acceptance of this Proposal as provided, MES shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. MES shall not be responsible for delays or faults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the government, owner, general contractor, architect and/or engineers, armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods and acts of God.

All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. MES's obligation under this warranty shall be limited to repairing, replacing, or issuing credits for- at Elevator Service, LLC. option- any products or services it finds to be defective in material or workmanship.

In no event shall MES be liable for incidental, consequential, or indirect damages of any kind. MES shall not be responsible for damage to its work by other parties. Any repair work necessitated by caused damage will be considered as an order for extra work. THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.

The Customer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against MES for delays or causes attributed to other contractors or arising outside the scope of this Proposal.

~~From and after delivery to job site of the materials covered hereby, the Customer shall assume, pay for and indemnify MES against any and all damages to or loss or destruction of such materials by any cause whatsoever, except causes directly attributable to the negligence of MES employees or agent(s) irrespective of whether the same may then be in any wise and to any extent erected, completed or accepted, and whether any part of the purchase price hereunder shall have then accrued~~

~~Secure storage shall be provided to MES throughout the duration of the project for materials and tooling.~~ DMD - 01.25.2024

All claims or causes of action arising from this Contract shall be brought in the Franklin County Ohio Circuit Court.

Fairfield

DMD - 1.19.2024

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Elevator Service of Columbus, LLC dba Moseley Elevator
8302 Estates Parkway
Plain City, OH 43064

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024
Mailing Address for Notices
800 Gessner, Suite 600
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Fairfield County Commissioners
210 East Main Street
Lancaster, OH 43130

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

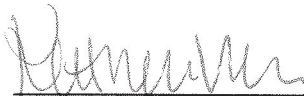
Modernization of one elevator, Lancaster, OH

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

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 8th day of January, 2024.



(Witness)



(Witness) Cheri Ritz

Elevator Service of Columbus, LLC dba Moseley Elevator

(Principal)

(Seal)

By: 

(Title)

President

Great Midwest Insurance Company

(Surety)

(Seal)

By: 

(Title)

Barbara A. Leeper

Attorney-in-Fact

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Jay E. Black, Wendy A. Bright, Brian G. Hartman, Barbara A. Leeper, Patti K. Lindsey, Alexandra Machnik, Pamela M. Anderson, William M. Chapman, Matthew M. Esperesi, Natasha Kerr, Madeline P. Lovett, Cheri L. Ritz

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

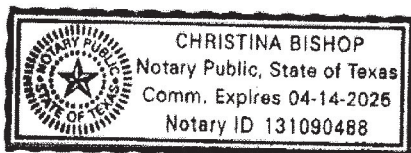
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 8th Day of January, 2024.



BY _____

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Effective Date: October 12, 1989

Expiration Date: April 1, 2024

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

GREAT MIDWEST INSURANCE COMPANY

NAIC No. 18694

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Multiple Peril - Farmowners
Allied Lines	Multiple Peril - Homeowners
Boiler & Machinery	Ocean Marine
Burglary & Theft	Other Liability
Commercial Auto - Liability	Private Passenger Auto - Liability
Commercial Auto - No Fault	Private Passenger Auto - No Fault
Commercial Auto - Physical Damage	Private Passenger Auto - Physical Damage
Credit	Surety
Earthquake	Workers Compensation
Fidelity	
Financial Guaranty	
Fire	
Glass	
Group Accident & Health	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

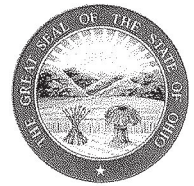
This Certificate of Authority is subject to the laws of the State of Ohio



Mike DeWine, Governor

Judith L. French

Judith French, Director



Certificate of Compliance

Issued 04/10/2023

Effective 04/02/2023

Expires 04/01/2024

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

GREAT MIDWEST INSURANCE COMPANY

of Texas 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)

Aircraft	Multiple Peril - Farmowners
Allied Lines	Multiple Peril - Homeowners
Boiler & Machinery	Ocean Marine
Burglary & Theft	Other Liability
Commercial Auto - Liability	Private Passenger Auto - Liability
Commercial Auto - No Fault	Private Passenger Auto - No Fault
Commercial Auto - Physical Damage	Private Passenger Auto - Physical Damage
Credit	Surety
Earthquake	Workers Compensation
Fidelity	
Financial Guaranty	
Fire	
Glass	
Group Accident & Health	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

GREAT MIDWEST INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$416,819,947, liabilities in the amount of \$157,508,847, and surplus of at least \$259,311,101.

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



Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2022
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		Liabilities:	
Cash and Short term Investments	\$ 88,538	Loss and Loss Expense Reserves	\$ 84,237
Bonds	196,165	Unearned Premium	40,813
Commons Stocks	21,270	Ceded Reinsurance Premium	2,621
Mortgage Loans	20,563	Other Liabilities	1,868
Other Invested Assets	16,350		27,970
Total Cash & Invested Assets	342,885	Total Liabilities	157,509
Other Assets:		Capital and Surplus:	
Premium Receivables	19,419	Common Stock	4,550
Reinsurance Recoverable	11,724	Gross Paid In & Contributed Capital	261,893
Tax Assets	7,240	Unassigned Funds (Surplus)	(7,132)
Other Assets	35,552		
Total Other Assets	73,935	Total Capital and Surplus	259,311
Total Assets	\$ 416,820	Total Liabilities, Capital & Surplus	\$ 416,820

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2022.

Signature Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 25 day of April, 2023.

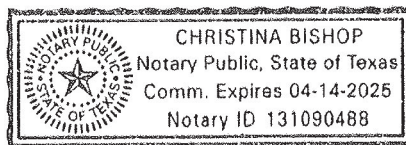
STATE OF TEXAS
COUNTY OF HARRIS

On this 25 day of April 2023, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature Christina Bishop
Signature of Notary Public



Prosecutor's Approval Page

Resolution No.

A Resolution approving a Contract between Moseley Elevator, and the Fairfield County Commissioners For Elevator Modernization at the Fairfield Center

(Fairfield County Facilities)

Approved as to form on 1/25/2024 4:48:23 PM by Amy Brown-Thompson,

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

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

Resolution No. 2024-01.30.i

A Resolution approving a Contract between Moseley Elevator, and the Fairfield County Commissioners For Elevator Modernization 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 the master services contract and licensing for use of an IT and Enterprise Service Management System between the Fairfield County Board of Commissioners and TeamDynamix Solutions, LLC under Omnia Partners contract #01-121.

WHEREAS, multiple offices and departments utilize an existing service management system; and

WHEREAS, the existing service management system was being used under open source licensing; and

WHEREAS, the existing service management system requires custom development resources for most changes; and

WHEREAS, Fairfield County wishes to expand the use of an Enterprise Service Management System within teams that already use and for additional teams; and

WHEREAS, the TeamDynamix product offers low-code customization and will include support of our use; and

WHEREAS, TeamDynamix Solutions LLC is a contract holder (#01-121) with Omnia Partners cooperative purchasing; and

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

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

Section 1. That the Board of Commissioners is approving the attached master services agreement with TeamDynamix Solutions LLC and the contract terms for Omnia Partners contract 01-121 incorporated by reference.

TeamDynamix



Contract Number: FCOP00001



LICENSE AGREEMENT

Client: Fairfield County, Ohio

Contract Number: FCOP00001

Term: 60 months

Contract Term Start Date: February 9, 2024

Contract Term End Date: February 8, 2029

THIS LICENSE AGREEMENT (collectively with the addenda and exhibits attached hereto, this "Agreement") is made and entered into on February 9, 2024 (the "Effective Date"), by and between TeamDynamix Solutions LLC, a Delaware limited liability company, with its principal place of business at 1600 Dublin Road, Suite #200, Columbus, Ohio, 43215 ("TeamDynamix"), and Fairfield County, Ohio, a local Government Organization, with its principal location at 210 East Main Street, Lancaster, Ohio, 43130, (hereinafter "Client"). TeamDynamix and Client may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. **Agreement.** The terms and conditions of this Agreement shall incorporate those terms and conditions set forth in the exhibits to this Agreement (the "Exhibits"). All Exhibits and statements of work attached and executed for products and services, or executed in the future for products and services, shall be incorporated into this Agreement by reference, unless specifically stated otherwise in writing. In the event of a conflict between the applicable Exhibit and this Agreement, the Agreement shall control.
2. **License.** Subject to the terms and conditions set forth in this Agreement, TeamDynamix hereby grants to Client a non-exclusive, non-transferrable, revocable, non-sublicensable license to access and use the licensed TeamDynamix software identified as licensed on **Exhibit A** ("Applications") during the Term, in object code form only, solely for Client's internal business operations. Client acknowledges and agrees that access to the Applications is licensed and not sold. In the event that TeamDynamix merges with, acquires, or is acquired by, a company offering similar products and services to the Applications, such applications ("Excluded Applications") shall not become part of TeamDynamix's offering of Applications for the price set forth in Table 1.1 of **Exhibit A**. Client and/or its affiliates shall be required to separately order such Excluded Applications from TeamDynamix or its successor.
3. **Site Connectivity; Access.** Client is solely responsible for providing all telecommunications, computers, and other equipment necessary for accessing the Applications, as well as any third-party access charges. TeamDynamix retains the right, at its sole discretion and without prior notice or liability, to restrict or terminate access to the Applications by Client and/or particular authorized users of Client (each, a "User") if (a) Client and/or its Users materially breach the terms of this Agreement or, through use of the Applications, violates any applicable federal, state, local or international laws or regulations, or the rights of any third party, including other TeamDynamix clients; or (b) this Agreement expires or is terminated.
4. **Term; Renewal/Extension.** The term of this Agreement shall commence on the Contract Term Start Date set forth above (the "Start Date") and shall continue for a period of 60 months after the Start Date (the "Term"), unless earlier terminated pursuant to this Agreement or extended per the renewal provisions of this **Section 4**. TeamDynamix shall provide notice of Client's renewal options no less than ninety (90) days prior to the end of the then-current Term. To avoid an interruption of the Services provided, Client shall notify TeamDynamix of its intentions regarding renewal / extension at least sixty (60) days prior to the end of the then-current Term, and if Client indicates its intention to renew / extend the Agreement, the Parties shall cooperate in good faith to timely execute a desired extension or renewal agreement. This Agreement shall be renewed only upon the mutual agreement of the parties prior to the expiration of the current contract term (a "Renewal Term"). Any such Renewal Term will be invoiced at the end of the then-current term. Any such Renewal Term shall be referred to as the "Term" herein.
5. **Payment and Fees.** Payment and usage fees for the licensed Applications provided hereunder are set forth on **Exhibit A** hereto. Payment for Professional Services (as defined herein) shall be set forth in the applicable statement of work.

5.a Failure to Pay. In addition to any other rights of TeamDynamix, if Client is delinquent in payment of amounts for the services owed hereunder or under an Exhibit, TeamDynamix may give notice to Client of such delinquency and, in such case, Client will have fifteen (15) days from the date of TeamDynamix's written notice to cure such delinquency. If Client fails to cure the delinquency during such fifteen-day notice period, TeamDynamix may, in addition to its other

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rights and remedies provided hereunder or at law, terminate or suspend Client's access to the Applications or discontinue performance of any other services level currently provided.

6. **Service Levels.** Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions of this Agreement, during the Term, Client shall have the right to the benefit of the system uptime provisions set forth in the **Service Level Exhibit** attached hereto as **Exhibit B**. TeamDynamix shall use commercially reasonable efforts to provide Client and its Users the support services set forth in the **Service Level Agreement**, attached hereto as **Exhibit B-II**. TeamDynamix reserves the right to unilaterally amend the Services Level Agreement, provided, however, that TeamDynamix shall not materially reduce support level currently provided.

7. **Professional Services, Value-Added Services.**
 - a. **Professional Services.** Subject to the terms and conditions set forth in this Agreement and the Exhibits (including the Professional Services Addendum set forth on **Exhibit C**), Client, at its option may engage TeamDynamix to provide Professional Services as described in a mutually executed statement of work. "**Professional Services**" means all forms of consulting, training, education, implementation, custom modification and configuration, and other services provided by TeamDynamix pursuant to written agreement.

8. **Confidentiality; Data Security.**
 - a. Each Party acknowledges that it and its employees or agents, in the course of the projects and services contemplated by this Agreement, may be exposed to or acquire information that is proprietary or confidential to the other Party ("**Confidential Information**"). Each Party agrees to hold Confidential Information of the other Party in strict confidence and not to use such Confidential Information or discuss or disclose such Confidential Information to any third party. The Parties agree that Confidential Information does not include: (i) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (ii) information which either Party can show was in its possession at the time of disclosure or was independently developed by it; (iii) information received from a third party which had the right to transmit same without violation of any confidentiality agreement with the other Party; (iv) information which is required to be disclosed pursuant to court order or by law; and (v) information which is considered a "public record" as defined by the Ohio Public Records Act, Ohio Revised Code Section 149.43. The per-User pricing provided under this Agreement is Confidential Information, and Client agrees to use reasonable efforts, to the extent permitted under applicable law, to timely notify TeamDynamix of such required disclosure, and Client shall cooperate in good faith to redact per-User pricing and other Confidential Information identified by TeamDynamix from disclosure if and to the extent permitted under applicable law.

 - b. TeamDynamix will implement reasonable and appropriate security measures for the Applications, as determined by TeamDynamix, designed to help Client secure Client content against accidental or unlawful loss, access, or disclosure. TeamDynamix may modify its security measures from time to time, but will continue to provide at least the same level of security, on an aggregate basis, as is in place on the Effective Date. TeamDynamix shall undergo a third-party security audit on no less than an annual basis. "Client content" shall mean any and all artwork, logos, graphics, video, text, data, materials or content provided by Client for use in the Applications.

 - c. TeamDynamix will not access or use Client content except as necessary to maintain or provide the services under this Agreement, or as necessary to comply with the law or a binding order of a governmental body. TeamDynamix will not (i) disclose Client content to any government or third party, or (ii) move Client content from the TeamDynamix servers; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, TeamDynamix will give Client reasonable notice of any legal requirement or order referred to in this **Section 8(c)**, to allow Client to seek a protective order or other appropriate remedy. TeamDynamix will only use personal information and billing information in accordance with its privacy policy (available at <https://www.teamdynamix.com/privacy-policy-terms>), and Client consents to such usage. TeamDynamix will not collect or use any personal information prior to the Effective Date of this Agreement,



and Client will not submit or otherwise make available any personal information to TeamDynamix prior to such date.

9. **Mutual Warranties.** Each Party represents and warrants that (a) it has full power and authority to enter into this Agreement and to perform its obligations and to grant any license(s) contained herein; and (b) it has not entered into, and shall not enter into any agreement either written or oral in conflict with its obligations under this Agreement.
10. **Representations.** TeamDynamix warrants that it owns all right, title and interest in all material and Applications used to provide the services under this Agreement or has the authority to license all material or Applications to Client.
11. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTIONS 9 AND 10**, ALL SERVICES AND TEAMDYNAMIX MATERIALS ARE PROVIDED "AS IS" AND TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR TEAMDYNAMIX MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.
12. **Client Conduct and Obligations.**
 - a. Client is responsible for, without limitation, the following: (i) Client's implementation of TeamDynamix Applications; (ii) protecting the names and passwords of the Users to the Applications and preventing and notifying TeamDynamix of unauthorized use of the Applications; and (iii) the lawfulness of, and results obtained from, all Client data submitted by Users to the Applications and each such User's acts and omissions.
 - b. Except as otherwise specifically permitted under this Agreement, Client shall not, nor will Client permit any third party to: (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Applications to any third party in whole or in part provided that Client may utilize TeamDynamix's published documentation as needed for use by its Users; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to reverse engineer or discover the source code or underlying ideas or algorithms of the Applications; (iii) reverse engineer, decompile, disassemble, or translate the Applications or any part thereof; (iv) transfer any of the Applications components to any other person, entity, computer, computer network, or other device; (v) upload, post, mail, publish, transmit or distribute in any way the Applications, any component of the Applications or derivative works based thereon; (vi) input, upload, transmit or otherwise provide to or through the Applications, any information or materials that are unlawful or injurious or that contain, transmit or activate any harmful code, viruses, corrupted files or similar items that may damage the Applications or another's computer hardware; (vii) provide benchmarking or summary information regarding the Applications to any competitor of TeamDynamix; or (viii) remove, delete, alter, or obscure any trademarks, copyright or other proprietary notices.
 - c. Client will work with TeamDynamix and provide timely, confidential feedback about product value and performance. TeamDynamix shall own all intellectual property rights in any improvements, upgrades, or derivative works resulting from the use of such feedback.
 - d. Client acknowledges that the Applications are proprietary to TeamDynamix, and TeamDynamix retains exclusive ownership of the same throughout the world and all related intellectual property, including, without limitation, all Application components, and all derivatives thereof, that Client may utilize or build within the Applications, such as (i) "connectors" that allow Users to access, use, and update data and (ii) "flows" that allow Users to add, subtract, or transform data between and among Client's systems. In order to use the Applications, Client may be required to acquire third party software directly from third party licensors, and the terms and conditions of such licenses are separate and distinct from this Agreement. Additionally, modifications, updates, or customizations made by TeamDynamix to the Applications shall be owned

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exclusively by TeamDynamix, and Client shall receive or possess no right, title, or interest in any modifications, updates, or customizations except for its license to use the Applications as expressed herein.

- e. TeamDynamix may issue to Client or may authorize a Client administrator to issue, a password for each User to use Client's account for which Client has paid the applicable fees to TeamDynamix. Client is responsible for maintaining the confidentiality of all usernames and passwords and for ensuring that each username and password is used only by an authorized User. Client is solely responsible for any and all usage of the Applications through the use of names and passwords. Client agrees to promptly notify TeamDynamix of any unauthorized use of Client's account or any other breach of security suspected or known by Client. TeamDynamix shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.
- f. Client hereby irrevocably grants all such rights and permissions in or related to Client data to TeamDynamix as are necessary or useful to perform the services contemplated by the Applications and as necessary for TeamDynamix to enforce its rights under this Agreement. The parties expressly agree that, with respect to any Client data actually processed by TeamDynamix pursuant to this Agreement, Client is the data controller and TeamDynamix is a data processor. Client acknowledges and agrees that Client data may be transferred outside the country where it is located if and as necessary to effect the transfer of such Client data as established by Client's API policies and procedures in the Applications, in which case Client is solely responsible for ensuring that it is lawfully entitled to transfer and authorize TeamDynamix to transfer the relevant Client data to TeamDynamix so in accordance with this Agreement. Client will ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.
- g. Client will not transfer any protected health information (as defined under the Health Insurance Portability and Accountability Act ("HIPAA")) or confidential information under the Family Education Rights Privacy Act ("FERPA") to TeamDynamix without the prior written consent of TeamDynamix. If the activities permitted by TeamDynamix under this Agreement render TeamDynamix a Business Associate under HIPAA, Client shall execute TeamDynamix's standard Business Associate Agreement. Client agrees that it shall not utilize iPaaS or Conversational AI (unless Client has been notified by TeamDynamix that HIPAA-compliant functionality has been added to iPaaS and/or Conversational AI, as applicable) to process protected health information or transfer such protected health information to TeamDynamix. TeamDynamix disclaims all liability for breaches under HIPAA, FERPA, or the promulgated regulations thereunder if such breaches were caused in any way by Client, or Client's employees, agents, officers, or directors or in breach of this **Section 12(g)**.
- h. To the extent that Client transmits Client data, including any regulated personally identifiable information, such as government identification numbers, bank account or financial information, or health, genetic, or biometric records, through any Application (including iPaaS, as defined on **Exhibit A**), Client is solely responsible for encrypting such Client data and/or regulated personally identifiable information, including by setting, managing, monitoring, and enforcing the applicable policies with respect to the encryption of such. Client acknowledges and agrees that TeamDynamix is not responsible for any loss, alteration, or unauthorized access or transmittal of such data, to the extent that such results from Client's failure to comply with the encryption requirements in the preceding sentence.
- i. The Applications may contain features designed to interoperate with either on-premise or hosted Client or third party applications (excluding the Applications) (collectively, "Integrated Third-Party Applications"). Client is solely responsible for obtaining and maintaining access to Integrated Third-Party Applications from the applicable providers. TeamDynamix is not liable to Client hereunder and shall not provide Client with any refund, credit, or other compensation for any errors, delays, downtime, or nonperformance of the Applications caused by the temporary or permanent unavailability of the Integrated Third-Party Application, or if Client terminates Client's subscription or license to the Integrated Third-Party Application. If Client establishes an integration between the Integrated Third-Party Application and an Application made available via a cloud implementation, Client hereby authorizes TeamDynamix to access and transmit Client data to and/or from the Integrated Third-Party Application during the Term and subject to TeamDynamix's other obligations under this Agreement incident to such transfer, provided, further, that Client acknowledges that no Client data will be stored by TeamDynamix during or as a result of such integration. TeamDynamix is not

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responsible for any disclosure, modification, or deletion of Client data occurring in or caused by an Integrated Third-Party Application.

- j. TeamDynamix holds all right and title to Resultant Data. Notwithstanding the terms of **Section 8(c)** herein, Client hereby consents to TeamDynamix's utilization of such Resultant Data for purposes of operating TeamDynamix's business and improving its products and relinquishes all right and/or license thereto. For purposes of this Agreement, "Resultant Data" means (i) data and information related to Client's use of the Applications including to compile statistical and performance information related to the provision and operation of the Applications, provided, however, that such data and information must be used by TeamDynamix on an aggregate basis and in an anonymized manner and (ii) outputs and results of the use of Conversational AI such as automatically-generated text or voice responses to inquiries submitted to a Conversational AI ChatBot, and tagged, labeled and categorized text and other similar metadata that is used to train and improve Conversational AI ChatBot algorithms.
13. **Data Retention; Data Recovery Services.** TeamDynamix maintains at least seven (7) consecutive calendar days of deleted data. Data recovery services may be purchased by Client and, if purchased, will be billed to Client at standard hourly rates. TeamDynamix expressly disclaims any obligation to maintain deleted data beyond the scope set forth in this **Section 13**, including any obligation to maintain deleted data beyond seven (7) consecutive calendar days.
 14. **Defaults.**
 - a. In the event either Party defaults under this Agreement, the non-defaulting Party may notify the defaulting Party in writing and allow that Party a reasonable opportunity to cure said default, such opportunity not to be less than fifteen (15) calendar days. If said default is not remedied within such cure period, the non-defaulting Party shall then have the right to terminate this Agreement immediately in accordance with **Section 15(a)** and this **Section 14**.
 - b. For purposes of this Agreement, a default shall have occurred with respect to either Party if such Party (i) fails to fully and timely perform or comply with, or materially breaches, any material term or condition of this Agreement, (ii) ceases to do business as a going concern, (iii) makes a general assignment for the benefit of creditors, (iv) files for insolvency, bankruptcy, or seeks to enter receivership, (v) authorizes, applies for, consents to, or has proceedings commenced against it to appoint a trustee or liquidator for all or a substantial part of its assets which is not resolved within (30) days of such commencement, or (vi) violates the confidentiality provisions of this Agreement set forth in **Section 8(a)** hereof.
 15. **Termination Rights; Effect of Termination.**
 - a. Either Party may terminate this Agreement upon an uncured default of the other Party to this Agreement as set forth and in accordance with **Section 14** of this Agreement.
 - b. A termination or expiration of this Agreement shall not, with respect to the terminated or expired services, release either Party from its obligations under **Section 5**, **Section 8(a)**, **Section 13**, **Sections 16-20**, **Section 22**, **Sections 24-25**, **Section 28-31**, and **Sections 33-34** which shall remain binding upon each Party until expressly released in writing by the other Party. Upon termination or expiration, Client shall delete, destroy, or return all copies of items constituting the intellectual property of TeamDynamix. In the event of termination, TeamDynamix agrees to provide access for two (2) client resources via existing TeamDynamix User accounts to manually download through existing export and download capabilities Client intellectual property stored on TeamDynamix's host systems for thirty (30) days beginning on the date of termination or expiration. TeamDynamix will purge all Client data stored on TeamDynamix's host systems during the first available maintenance window after 30 days from the effective date of termination or expiration.
 - c. If Client terminates this Agreement pursuant to **Section 15(a)**, Client will be relieved of any obligation to pay any fees pursuant to **Section 5** attributable to the period after the effective date of such termination (and TeamDynamix shall refund to Client any fees paid in advance for services that TeamDynamix has not performed as of the effective date of termination (on a pro-rata basis)).

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- d. If TeamDynamix terminates this Agreement pursuant to **Section 15(a)**, all fees that would have become payable to TeamDynamix had this Agreement remained in effect until the expiration of the Term (as if such earlier termination had not occurred) will become immediately due and payable, and Client shall pay such fees, together with all previously-accrued and not yet paid fees and expenses.
 - e. Upon termination or expiration of this Agreement, Client's license to access and use the Applications shall be extinguished except as provided herein.
16. **TeamDynamix IP Indemnity.** Subject to the other provisions of this Agreement, TeamDynamix agrees that it will indemnify, defend and hold harmless Client and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns (each, a "Client Indemnitee") from any and all claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) incurred by such Client Indemnitee arising out of, resulting from, or attributable to any third party claim that the Applications infringe any third party's United States patent, copyright, trademark or trade secret rights; provided, however that TeamDynamix shall have no liability under this Agreement for claims of infringement based on (a) modifications, adaptations or changes to the Applications not made by TeamDynamix, (b) the use or incorporation of Client data in conjunction with the Applications is the primary cause of the liability, or (c) Client's use of the Applications in a manner inconsistent with TeamDynamix's written instructions for proper usage. THIS **SECTION 17** SETS FORTH CLIENT'S SOLE REMEDIES AND TEAMDYNAMIX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR APPLICATIONS INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
17. **Limitation of Liability.**
 - a. To the extent permitted by law, the total, cumulative liability of each Party arising out of or related to this Agreement or the services provided hereunder, whether based upon contract, in tort or any other legal or equitable theory, including those related to privacy law, shall be limited to twice the amounts paid by Client for the service giving rise to the claim during the twelve (12) month period preceding the first event giving rise to the liability. The existence of more than one claim shall not enlarge this limit. The foregoing limitation of liability shall not apply to: (i) bodily injury or death; and (ii) Client's obligation to pay amounts owed for services provided hereunder.
 - b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS, LOST BUSINESS REVENUE, COST OF REPLACEMENT SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). EACH PARTY HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
18. **Community Works.** Client may build or create derivative works of certain components within the iPaaS Application, namely: (i) "connectors" that allow Users to access, use, and update data; and (ii) "flows" that allow Users to add, subtract, or transform data between and among Client's systems within the iPaaS Application (the "Community Works") for distribution and sharing with other iPaaS Applications users in the community area of the iPaaS Application (the "TeamDynamix Community"). Users within the TeamDynamix Community are able to browse connectors and flows that other Users have posted to add to their own libraries and allow efficiencies by appropriating work that has already been done by other Users within the TeamDynamix Community. Other than TeamDynamix's permission to Client for Client to distribute Community Works in the TeamDynamix Community, Client shall continue to be bound by the restrictions set forth in **Section 12** of this Agreement with respect to the creation and usage of Community Works.
 - a. Intellectual Property Rights. TeamDynamix owns all right, title, and interest in and to the Community Works, including all intellectual property rights therein. Client shall not acquire any right or interest in or to the Community Works except for the rights to use the Community Works as set forth in this Agreement. To the extent that any intellectual property rights vest in Client, Client shall assign any and all of such intellectual property rights to TeamDynamix, and, upon TeamDynamix's request, make any required filings or undertake actions required to effect such assignment.



- b. **Disclaimer.** If Client uses any Community Works posted in the TeamDynamix Community, Client does so entirely at its own risk and such Community Works are provided “AS IS” with all faults. TEAMDYNAMIX SHALL HAVE NO DUTY OR OBLIGATION TO INVESTIGATE, VET OR OTHERWISE APPROVE ANY COMMUNITY WORKS POSTED BY ANY USER OR ANY THIRD PARTY AND CLIENT HEREBY RELEASES TEAMDYNAMIX, ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ALL LIABILITY ARISING OUT OF CLIENT’S USAGE OF ANY COMMUNITY WORKS AND ACKNOWLEDGES THAT TEAMDYNAMIX AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS SHALL HAVE NO OBLIGATION TO INDEMNIFY CLIENT FROM AND AGAINST ANY CLAIMS OR LIABILITY OF ANY KIND RELATED TO CLIENT’S USAGE OF THE COMMUNITY WORKS. WITH RESPECT TO COMMUNITY WORKS, TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE COMMUNITY WORKS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. THE FOREGOING DISCLAIMERS WITH RESPECT TO COMMUNITY WORKS SHALL SUPERSEDE ALL OTHER WARRANTIES PROVIDED IN THIS AGREEMENT OR OTHERWISE.
19. **Conversational AI.** Licenses to Conversational AI Applications include (i) the right to copy and deploy the HTML / Javascript code provided by TeamDynamix on Client’s website for the sole purpose of making the Conversational AI ChatBots accessible for interaction with individuals on Client’s website and through such channels that have been identified as authorized channels on **Exhibit A** and (ii) User access to the online portal provided by TeamDynamix for interacting with TeamDynamix and the Conversational AI ChatBots. Licenses to Conversational AI Applications may be limited to specific departments or sites as indicated on Exhibit A, and Client shall not permit the use of Conversational AI Applications for any other purposes other than to support the designated departments or sites.
20. **Independent Contractors.** The relationship between the Parties created by this Agreement is that of independent contractors and not partners, joint venturers, agents, or employees.
21. **Governing Law.** This Agreement will be construed as having been made in, and will be governed in accordance with, the laws of the State of Ohio, excluding any applicable conflict or choice of law provisions. Each party hereby consents to the jurisdiction of the federal, state, and local courts located in Fairfield County, Ohio, including the Federal District Court for the Southern District of Ohio.
22. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party’s reasonable control, including without limitation: strikes, lock-outs, or other industrial disputes (whether involving its own workforce or a third party’s), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of god, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a “**Force Majeure Event**”). The Party suffering a Force Majeure Event shall (a) notify the other Party of the Force Majeure Event as soon as possible and (b) use reasonable efforts to mitigate the effects of such Force Majeure Event.
23. **Entire Agreement.** This Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, representations, proposals, discussions, and communications, whether oral or in writing, relating to its subject matter.
24. **Modification/Waiver; Severability; Interpretation.** No modification of this Agreement or an Exhibit, and no waiver of any breach of this Agreement or Exhibit will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Agreement or any Exhibit or the failure of either Party to exercise in any respect any right provided for under this Agreement shall be construed a waiver of any subsequent breach of this Agreement or any Exhibit. No course of dealing between the Parties shall be construed as a waiver of any breach of this Agreement or any Exhibit. The provisions of this Agreement and the Exhibits are

TeamDynamix

severable. If any provision of this Agreement and the Exhibits is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be interpreted or construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

25. **Assignment.** Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of TeamDynamix, which shall not be unreasonably withheld, conditioned or delayed. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
26. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries under this Agreement.
27. **Identification of Client Relationship.** Client grants to TeamDynamix the right to identify Client in TeamDynamix's published list of customers and in marketing materials. If requested by Client, TeamDynamix will follow guidelines prescribed by Client in using Client's name, trademarks, or logos, as applicable.
28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.
29. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "notice") must be in writing and addressed to the parties at the addresses set forth on the second page of this Agreement (or to such other address that may be designated by the Party giving notice from time to time in accordance with this section). All notices must be delivered by personal delivery, nationally recognized overnight courier, certified mail, return receipt requested, or e-mail (with confirmation of transmission). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this section.

[signature page follows]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

TeamDynamix Solutions LLC

Fairfield County, Ohio

DocuSigned by:
Ken Benvenuto
Signature 95FE6856FE894E1...

Signature _____

Print Ken Benvenuto

Print _____

Title CEO

Title _____

Date 1/22/2024

Date _____



Exhibit A – License Payments and Pricing

Table 1.1

License Pricing - 60 Month Agreement					
Cost Items	Year 1	Year 2	Year 3	Year 4	Year 5
Universal User - 75 licenses	\$26,240.00	\$27,027.20	\$27,838.02	\$28,673.16	\$29,533.35
Vanity URL					
Licensing Totals:	\$26,240.00	\$27,027.20	\$27,838.02	\$28,673.16	\$29,533.35

****NCPA/Omnia pricing is based on the Software and SaaS Solutions RFP#39-20 agreement #01-121 executed on 12/8/2020.**

TeamDynamix

License Descriptions: Access to the TeamDynamix solution is determined by the Sites to which the user is assigned; the Applications within these Sites that the user has been granted; and the individual application permissions which allow specific functions.

License Type	Description
Site License	Designed to allow an unlimited number of users access to the TeamDynamix Solution. Furthermore, roles can be setup with security provisions for different types of users and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. This license type does not include (a) new product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, (b) the Asset Discovery license, or (c) the IT Process Automation License. It is important to note that specific terms relations to the Site License may be outlined in more detail within the Master Service Agreement.
Universal License	<p>Designed to allow flexibility when granting a specific quantity of users access to the TeamDynamix application. Roles can be set up with security provisions for different types of uses and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. The Universal License does not include (a) new product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, (b) the Asset Discovery license, or (c) the IT Process Automation License.</p> <p>A Universal License can be applied to any type of individual that requires access to TeamDynamix. For example, an Executive-level user that needs access to reporting and project governance. Or, a service desk Technician that must manage every aspect of the ticketing life cycle.</p>
Part Time User	This license is designed specifically for employees who only need to use basic tool functionality (e.g. Basic Ticket Intake and ticket closure).
Client	This license is designed for users who only need the ability to access the Client Portal and its applications (e.g. Service Catalog, Knowledge Base). Client Portal users can also view relevant project information, such as plans, issues, and risks
Asset Discovery	This is an environment-wide license which scans networks for physical devices and integrates with other discovery solutions for purposes of synchronizing those devices into the TeamDynamix Asset application(s).
iPaaS	This is an environment-wide license for users to build, troubleshoot, maintain, and monitor automated processes and integrations involving one to many systems and for managing API usage and performance.
Private Cloud	Private Cloud refers to the infrastructure model in which the TeamDynamix solution is deployed. Private Cloud places the TeamDynamix database within a dedicated virtual Microsoft SQL Server, thus is it physically separated from all other database tenants. The standard deployment of TeamDynamix is a shared multitenant model.
Vanity URL	This license allows for a custom or client-specific URL residing within its own domain. By default, the URL to the TeamDynamix solutions falls within teamdynamix.com (e.g. <i>clientname.teamdynammix.com</i>) but can be modified with a Vanity URL license (e.g. <i>servicedesk.clientdomain.edu</i>)
Conversational AI	This is an environment-wide(department or site specific) license for conversational AI and live agent chat capabilities including the administrative tools required to build, monitor, maintain and train solution.

TeamDynamix

1. **Invoices and Fees.** All license fees included in this Agreement will be billed annually on one invoice based on the pricing set for the in this **Exhibit A**. The first payment of **\$26,240.00** will be invoiced upon execution of this Agreement and will be due net 30. The second payment of **\$27,027.20** will be invoiced on the 12 month anniversary of the date of this Agreement and will be due net 30. The third payment of **\$27,838.02** will be invoiced on the 24 month anniversary of the date of this Agreement and will be due net 30. The fourth payment of **\$28,673.16** will be invoiced on the 36 month anniversary of the date of this Agreement and will be due net 30. The fifth payment of **\$29,533.35** will be invoiced on the 48 month anniversary of the date of this Agreement and will be due net 30. If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this **Section 1**.
- 2.
3. **Purchase Orders.** If Client requires a Purchase Order (PO) for payment of invoices, please email PO numbers to accounting@teamdynamix.com.

Please provide contact information for individual responsible for POs:

Name

Email

Please provide contact information for individual responsible for inbound invoices:

Name

Email

4. **ACH Payments.** Electronic Payments (ACH) should be remitted to:

TeamDynamix Solutions LLC
c/o PNC Bank
2 Tower Center Blvd.
East Brunswick, NJ 08816

Routing number: 031207607
Account number: 8026397508

Please contact accounting@teamdynamix.com if you require an ACH authorization form.

5. **Additional License Fees.** Any additional license fees will be invoiced on the effective date and will be due net 30. Additional purchases of licenses, during the Term, can be purchased at the cost identified in Table 1.2 below and purchased pursuant to a purchase order in form reasonably acceptable to TeamDynamix:

Table 1.2 SaaS Licensing

Add-On License Fees Per License	Year 1	Year 2	Year 3	Year 4	Year 5
Universal User	\$ 356.00	\$ 366.68	\$ 377.68	\$ 389.01	\$ 400.68

- a. **Proration of Add-On Licenses.** If additional licenses are purchased by Client pursuant to a purchase order, Client will be invoiced for the prorated (on a 365 day basis) amount due for such purchases in accordance with **Section 1**.
- b. **License Amount.** In the event that additional licenses are purchased by Client pursuant to a purchase order, the Table 1.1 will be deemed to be updated to include the additional purchased licenses. The amount of licenses purchased by the Client and set forth on **Exhibit A** shall not be reduced unless the Agreement is amended by the mutual written agreement of the Parties hereto.



Exhibit B: Service Level Exhibit

Capitalized words not defined herein shall have the same meaning as set forth in the License Agreement (the “Agreement”) between TeamDynamix Solutions LLC (“TeamDynamix”) and the counterparty to such Agreement (the “Client”).

1. **Service Levels.** Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions set forth in Agreement, Client shall have the right to the benefit of the system uptime provisions set forth in this Service Level Agreement (the “SLA”).
 - a. “Uptime” means the ability of Client to log into the Applications. “Downtime” is a period of time when the site hosted by TeamDynamix is not operating as designed and Client cannot log into the Applications as a result thereof.
 - b. TeamDynamix guarantees Uptime of 99.75%, excluding Downtime that is the result of any Exception described below in **Section 1(c)** of this SLA, during each monthly period of the Term (each, a “Measurement Period”). In the event that TeamDynamix breaches this Uptime guarantee during a Measurement Period, TeamDynamix shall provide Client with credit for the amount of time that the breach continues (“Downtime Credit”), in an amount equal to 3% of the Daily Fee per 15-minute increment that TeamDynamix is in breach, pursuant to this **Section 1**. For purposes of this **Section 1**, “Daily Fee” shall be calculated by dividing the annualized license costs set forth in the Agreement by 365. Downtime Credit may be paid by TeamDynamix via a credit to Client’s subsequent annual license invoice in the amount owed pursuant to this **Section 1**. The Downtime Credit described in this **Section 1** shall be Client’s sole and exclusive remedy and TeamDynamix’s sole and exclusive liability for any breach of the obligations set forth in **Section 1** of this SLA.
 - c. **Exceptions to Uptime:** The following (each, an “Exception”) shall each suspend TeamDynamix’s Uptime guarantee while in effect and shall not be considered a breach of TeamDynamix’s Uptime guarantee:
 - i. scheduled maintenance, scheduled upgrades, and emergency patches, so long as such scheduled maintenance, scheduled upgrades, and emergency patches occur outside of business hours and with notice to Client;
 - ii. a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Client;
 - iii. outages initiated by TeamDynamix or its third party providers at the request or direction of Client for maintenance, back up, or other purposes;
 - iv. outages resulting in failure, interruption or other problem with any software, hardware, system network, facility, or other item not supplied by TeamDynamix;
 - v. events resulting from an interruption or shut down of the services due to circumstances reasonably believed by TeamDynamix to be a significant threat to the normal operation of the Service, the facility from which the Service is provided, or access to or integrity of Client data (e.g., a hacker or a virus attack);
 - vi. outages due to system administration, commands, file transfers performed by Client representatives;
 - vii. other activities Client directs, denial of service attacks, and internet connectivity failures;
 - viii. Force Majeure Events;
 - ix. Client’s negligence or breach of its material obligations under the Agreement; and
 - x. a lack of availability or untimely response time of Client to respond to incidents that require its participation for source identification and/or resolution.



Exhibit B-II

TeamDynamix Support - Service Level Agreement

Capitalized words not defined herein shall have the same meaning as set forth in the License Agreement (the “Agreement”) between TeamDynamix Solutions LLC (“TeamDynamix”) and the counterparty to such Agreement (the “Client”).

1. **Support.** Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions set forth in the Agreement, TeamDynamix shall use commercially reasonable efforts to provide support services, responses, updates, and resolution set forth in Table 1.1 below (“Support”) in accordance with the terms and conditions of this **Section 1**:

Table 1.1

Incident Priority	Description	Investigation Response Time	Target Resolution/Workaround Time
Severity 1: Critical	<p>The system is out of service or unavailable for all clients</p> <p>Or</p> <p>The performance of the system is unacceptable for all clients</p>	<p>Thirty (30) minute response posted to the TeamDynamix status page. Additional updates posted to the status page as soon as they become available.</p>	<p>We will assign as many resources as necessary 24/7 until the problem is resolved.</p>
Severity 2: Major	<p>Major components or core functionality of the system are unavailable or not usable for some clients</p> <p>Or</p> <p>The system is unavailable for one or more clients</p> <p>Or</p> <p>The performance of the system is unacceptable for one or more clients</p>	<p>Sixty (60) minute response posted to the TeamDynamix status page. Additional updates posted to the status page as soon as they become available.</p>	<p>We will assign as many resources as necessary 24/7 until the problem is resolved</p>
Severity 3: Normal	<p>Major components or core functionality of the system are working imperfectly in one or more of its commonly used scenario(s)</p> <p>Or</p> <p>A non-core function or feature is not usable or does not work in one or more of its commonly used scenario(s)</p>	<p>One (1) working day response time</p>	<p>A fix will be delivered in a future maintenance release with high priority</p>
Severity 4: Minor	<p>A core function or feature is failing in uncommon or difficult to reproduce scenarios</p> <p>Or</p> <p>A non-core function or feature is working imperfectly in one of its commonly used scenarios</p>	<p>Five (5) working day response time</p>	<p>A fix will be considered for a future software release with high priority</p>

TeamDynamix

Incident Priority	Description	Investigation Response Time	Target Resolution/Workaround Time
Severity 5: Trivial	A feature is working, but not as intended and with no real detriment to system functionality	Five (5) working day response time	A fix will be considered for a future software release

a. Support Hours.

i. Disruptions to service due to scheduled system maintenance and/or required security updates shall not be considered incidents under **Table 1.1**, so long as such scheduled system maintenance and/or required security updates are started and completed during their regularly scheduled times.

ii. [TeamDynamix Solutions Portal](https://solutions.teamdynamix.com) (solutions.teamdynamix.com) is scheduled to be available 24 hours a day, 365 days per year.

iii. Application performance and availability is monitored 24/7/365. Online support requests can be submitted via the [TeamDynamix Solutions Portal](https://solutions.teamdynamix.com). Customer telephone support is available 8:00 am-9:00 pm EST/EDT Monday through Friday, excluding holidays by calling 1-877-752-6196 (option 2).



Exhibit C – Professional Services

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum ("Addendum") is an exhibit to, and adds, the License Agreement ("Agreement"), dated February 9, 2024, by and between TeamDynamix Solutions LLC, a Delaware limited liability company ("TeamDynamix"), and Fairfield County, Ohio, a local Government Organization ("Client"). TeamDynamix and Client may be referred to in this Addendum, individually, as "Party" and, collectively, as "Parties".

1. **Scope and Performance of Professional Services.** TeamDynamix agrees to provide the Professional Services identified in written statements of work attached hereto setting out TeamDynamix's compensation, deadlines and additional terms and conditions applicable to specific engagements, if any, and such other details as the Parties may deem appropriate and in such form as the Parties may agree (each, a "Statement of Work" or "SOW"). Statements of Work shall reference and be subject to the Agreement and this Addendum, shall be executed by the Parties, and shall form a part of and be incorporated into the Agreement and this Addendum. Client shall be permitted to purchase Professional Services pursuant to a purchase order provided that a compliant Statement of Work is attached to such purchase order.
2. **Order of Precedence.** This Addendum constitutes additional terms and conditions to the Agreement. The provisions of the Agreement shall prevail in the event of a conflict with provisions of this Addendum. In the event of a conflict between the terms and conditions of any SOW and this Addendum, the terms and conditions of this Addendum shall prevail. The provisions in an SOW dated later in time shall prevail in the event of a conflict with provisions in an SOW dated earlier in time.
3. **TeamDynamix Obligations.** Subject to and conditioned upon the compliance of Client with the terms and conditions of the Agreement and this Addendum, TeamDynamix shall use commercially reasonable efforts to provide Client with Professional Services. The professional staff of TeamDynamix will have the proper skill, training, and background necessary to accomplish their assigned tasks and shall perform the services contemplated by this Addendum in accordance with industry standards. TeamDynamix personnel physically located at Client's facilities, hereinto referred to as "On-Site", shall comply with all reasonable workplace standards and policies applicable to Client's employees, of which TeamDynamix is apprised of in writing in advance by Client, provided they are consistent with TeamDynamix's own business practices.
4. **Client Obligations.** While On-Site, Client will provide TeamDynamix with reasonable access to use Client's facilities, equipment, data and information that are necessary for TeamDynamix to perform Professional Services. Client will reasonably cooperate with TeamDynamix in the performance of Professional Services, provide reasonable working space to TeamDynamix personnel and reasonably cooperate with such personnel. Client shall respond promptly to any request of TeamDynamix to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for TeamDynamix to perform Professional Services in accordance with the requirements of this Addendum.
5. **Ownership.**
 - 5.1 **Client Content.** Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials supplied by Client to TeamDynamix in connection with TeamDynamix's performance of any Professional Services ("Client Content") are and will at all times remain the sole and exclusive property of Client and its licensors. No right, title, or interest will be transferred from Client to TeamDynamix with respect to any of Client Content or Client's intellectual property rights therein, provided that Client hereby grants TeamDynamix a non-exclusive right and license to use and incorporate such rights into any Work Product solely for the purposes of providing the Professional Services hereunder.

TeamDynamix

5.2 **TeamDynamix Content.** TeamDynamix shall retain and possess all right, title, interest, and ownership in and to any and all ideas, concepts, know-how, data processing techniques, software or documentation developed by TeamDynamix personnel (alone or jointly with Client) in connection with Professional Services provided to Client, and it will be the exclusive property of TeamDynamix provided to Client as a part of the Professional Services described herein, and the Client shall have no right, title, interest, or ownership in or to such ideas, concepts, know-how, data processing techniques, software or documentation.

5.3 **Work Product.** As part of or in connection with the Professional Services, TeamDynamix and its employees will or may produce Work Product. “Work Product” includes all inventions, discoveries, processes, reports, plans, projections, budgets, software, data, technology, designs, documentation, innovations and improvements created, discovered, developed, compiled or prepared by TeamDynamix or its employees as part of or in connection with the Professional Services. Work Product includes any intermediate work product created in developing the final deliverables. TeamDynamix and Client agree that, except for any Client intellectual property, any and all Work Product shall be the sole and exclusive property of TeamDynamix, provided that TeamDynamix hereby grants Client a non-exclusive right and license to use the Work Product subject to the same terms and conditions as the license(s) provided under the Addendum for the product or service to which the Work Product relates. For the avoidance of doubt, TeamDynamix shall retain ownership of all intellectual property rights in products and services licensed or sold to Client under the Addendum and any derivative works of said products or services, subject to the licenses granted to Client under the Addendum.

6. **Payment.** The Professional Services fee shall be set forth in the SOW, and invoices shall be rendered in accordance with the payment terms set forth therein and subject to the general terms and conditions of **Section 5** of the Agreement.

7. **Travel.** For any On-Site Professional Services, Client will reimburse TeamDynamix for all, reasonable documented travel and documented out-of-pocket expenses (which shall comprise transport, accommodation and living expenses) incurred. U.S. General Services Administration (GSA.gov) per diem rates are followed for meals/incidentals. Scheduling On-Site engagements shall be approved in advance by Client, before travel costs are incurred.

8. **Non-Solicitation of Employees.** During the Term of the Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who is then in the employment or engagement of the other Party. A general advertisement or notice of a job listing or opening or similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of this **Section 8**, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this **Section 8**.

9. **Warranty Disclaimer.** TEAMDYNAMIX WARRANTS THAT THE PROFESSIONAL SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER AND WITH PROFESSIONAL DILIGENCE AND SKILL, IN ACCORDANCE WITH THIS ADDENDUM AND THE DOCUMENTATION. IF THERE IS A MATERIAL BREACH OF THE ABOVE WARRANTY, TEAMDYNAMIX’S ENTIRE LIABILITY AND CLIENT’S ENTIRE REMEDY SHALL BE, AT TEAMDYNAMIX’S OPTION TO (I) MODIFY THE PROFESSIONAL SERVICES TO CONFORM TO THE TERMS OF THE SOW; (II) PROVIDE A REASONABLE WORKAROUND SOLUTION WHICH WILL REASONABLY MEET CLIENT’S REQUIREMENTS OR (III) IF NEITHER OF THE FOREGOING IS COMMERCIALY REASONABLE, TERMINATE THE SOW AND REFUND TO CLIENT ALL SUMS PAID BY CLIENT FOR THE NONCONFORMING PROFESSIONAL SERVICES, WITH NO FURTHER LIABILITY TO TEAMDYNAMIX. THESE REMEDIES ARE CLIENT’S SOLE AND EXCLUSIVE REMEDIES FOR A CLAIM OF BREACH OF WARRANTY UNDER THIS ADDENDUM.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS **SECTION 9**, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS ADDENDUM, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. **Modification/Waiver; Severability; Interpretation.** No modification of this Addendum and no waiver of any breach of this Addendum will be effective unless in writing and signed by an authorized representative of the Party against whom

TeamDynamix

enforcement is sought. No waiver of a breach of this Addendum or the failure of either Party to exercise in any respect any right provided for under this Addendum shall be construed as a waiver of any subsequent breach of this Addendum. No course of dealing between the Parties shall be construed as a waiver of any breach of this Addendum. The provisions of this Addendum are severable. If any provision of this Addendum is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisos will in no way be affected or impaired thereby. Section headings are provided for convenience only and are not to be used to construe or interpret this Addendum. Whenever the words "include" or "including" are used in this Addendum, they will be deemed to be followed by the words "without limitation."

11. **No Third Party Beneficiaries.** There are no intended third-party beneficiaries under this Addendum.

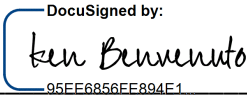
[Signature Page Follows]



IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, on the date and year first above written.

TeamDynamix Solutions LLC

Fairfield County, Ohio

Signature  95EE6856EE894E1

Signature _____

Print Ken Benvenuto

Print _____

Title CEO

Title _____

Date 1/22/2024

Date _____

[Intentionally Left Blank – Statements of Work Follow]

TeamDynamix

Statement of Work for Group A:

Introduction

Fairfield County, Ohio (herein known as 'CLIENT') is located in Lancaster, Ohio. CLIENT wishes to implement the best-in-class solutions from TeamDynamix. In summary, the following capabilities are in-scope for this engagement:

- TeamDynamix Multi-Tenant SaaS Deployment with vanity URL
- TeamDynamix Administration Foundations
- TeamDynamix Core Integrations
- Basic Ticketing
- Advanced Ticketing
- Client Portal
- Service Catalog
- Knowledge Management
- Asset Management
- Project Management Essentials
- Reporting

Solution Environment

- TeamDynamix Software-as-a-Service (SaaS)

Project Approach and Timeline

TeamDynamix has developed an implementation approach to ensure the success of its CLIENTS. The implementation will begin with a planning exercise to discuss specific factors which influence the timeline of the deployment. Following the planning exercise, CLIENT resources shall begin the TeamDynamix Readiness Course. This online, instructor-led course consists of a daily 90-120 minute session lasting approximately 2.5 weeks. CLIENT resources will learn how to configure each aspect of the TeamDynamix application.

Once the course has concluded and CLIENT has completed the prerequisite configuration activities, one-on-one dedicated sessions with a TeamDynamix Professional Services consultant will begin. CLIENT will meet regularly with a TeamDynamix consultant to further build on knowledge from the Readiness Course and jointly configure the tool to meet specific requirements. Following configuration, the solution is transferred into production once training and go-live preparation steps have been completed. If defined during the planning exercise, additional phases follow the initial go-live. If no follow-on phases have been defined, CLIENT is then introduced to Support and Customer Success and the implementation project is closed-out.

TeamDynamix

Most clients progress through the implementation between three and six months depending on the complexity of requirements and their resource availability. TeamDynamix and CLIENT will work together to coordinate specific dates once the Statement of Work has been fully executed. TeamDynamix shall make available its Professional Services resources during the period of time defined in the implementation plan. Changes to timeline or scope may require a signed change order document and/or additional costs, especially if Professional Services resources must be extended beyond the time period outlined in the implementation plan. If for some reason CLIENT chooses to place the implementation on-hold, TeamDynamix resources shall be reassigned to other projects. The scope of services outlined with this Statement of Work expires 10 months from document execution (unless modified by a change order) and all work shall then be considered complete.

Departments Included

CLIENT may wish to deploy TeamDynamix to multiple departments. Departments can be deployed simultaneously or in phases. If deployed in phases, CLIENT should plan for its primary TeamDynamix administrator to participate in all phases to ensure continuity and build upon knowledge gained in previous phases.

The following departments are considered in-scope for this engagement:

Information Technology

Key Contacts

The following individuals will serve as key contacts for the coordination of this engagement.

Fairfield County, Ohio

Name: Dan Neeley

Title: IT Director

Phone: 740-652-7075

Email: daniel.neeley@fairfieldcountyohio.gov

TeamDynamix Professional Services

Name: Aaron Crane

Title: Vice President, Operations

Phone: 614-340-3342

Email: acrane@teamdynamix.com

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TeamDynamix

Scope of Services

Project Management

Implementation Project Management

TeamDynamix and CLIENT shall jointly manage the implementation project. TeamDynamix shall take the lead on facilitating the sessions related to the application deployment. CLIENT shall manage its resources, sponsor/stakeholder expectations, and end-user communications. Members of TeamDynamix and CLIENT will work together on the specific project management-related items, such as:

- Project background, objective and vision
- Project scope
- Team roles and responsibilities
- Project timeline
- Project management tools and communication plans
- Outline tracking procedures for risks and issues
- Determine future meeting cadence
- Review deliverables and action items

CLIENT Responsibilities:

- Provide a project manager to coordinate with TeamDynamix resources.
- Identify and coordinate other individuals involved in the project, such as Sponsor, Administrators, Technical resources, Process owners and other Subject Matter Experts.
- Create and manage the documentation and plans required for CLIENT-specific project management processes.
- Ensure its resources are completing activities and actions in a timely manner so that project timeline is met.

TeamDynamix Responsibilities:

- Provide resources to act as a project manager, application consultant, and technical lead. Resources shall work closely with CLIENT project manager to execute the implementation plan.
- Meet with CLIENT project resources on a regular basis to discuss project status and review progress to plan.
- Respond to and help address issues that arise in a timely fashion.
- Help to ensure the overall success and completion of the project.

TeamDynamix

Core Setup

TeamDynamix consultants shall create a SaaS Production and Test (Sandbox) environment of the TeamDynamix application for CLIENT. The environments will be accessible via a to-be-determined CLIENT-specific URL (e.g. <https://teamdynamix.clientdomain.com>) and will exist within the TeamDynamix multi-tenant environment.

CLIENT Responsibilities:

- Provide an initial set of users that need access to the TeamDynamix application.
- Create a DNS entry for the defined URL and map the entry to the TeamDynamix environment.

TeamDynamix Responsibilities:

- Perform environment setup tasks for a Production and Sandbox instance of the TeamDynamix application.
- Create a certificate entry using Let's Encrypt for CLIENT vanity URL.
- Provide CLIENT with System Access Information.

Application Configuration

Solution Workshops

TeamDynamix consultants will provide CLIENT access to the Solution Workshop Course(s). The purpose of the curriculum is to introduce CLIENT to the applications and to transfer knowledge related to each module. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources as a way to best address requirements. Activities covered in the workshop include:

Introduction to TeamDynamix:

- Environment overview
- Maintenance and release schedules
- System Status
- Solutions Client Portal

Administration Foundations:

- Setting up additional Administrators
- TeamDynamix security model
- User groups
- Account/Department values
- Building locations and rooms

Core Integrations:

- Methods of authentication to TeamDynamix
- Email management
- Managing people records
- Microsoft Teams and Slack integration

TeamDynamix

Client Portal:

- Branding and styling the Client Portal
- Adding headers and footers
- Client Portal pages
- Site-level settings

Knowledge Management:

- Creating knowledge base articles
- Building categories
- Knowledge-specific security roles
- Article and category visibility settings
- Notification templates

Service Catalog:

- Defining and configuring services
- Building service categories
- Leveraging Ticket Type values
- Configuring Service templates
- Determining visibility permissions

Ticketing Essentials:

- Ticket creation
- Application security roles
- Service forms
- Custom attributes
- Status values
- Impact, Urgency, and Priority values
- Source values
- Ticket settings

Advanced Ticketing:

- Service Level Agreements
- Notification templates
- Ticket and Task templates
- Response templates
- Satisfaction surveys
- Automation rules
- Workflows and workflow step types (e.g. Approval steps, Conditional steps)

TeamDynamix

Project Management Essentials:

- Project creation and updates
- Issues and Risks tracking
- Project briefcase
- Custom attributes
- Project sections
- Adding resources to projects
- Project plans and templates

Reporting:

- Out-of-the-box reports
- Building reports with the Report Builder tool
- Scheduling reports
- Adding reports to desktops (i.e. Dashboards)
- Sharing reports and visibility settings

CLIENT Responsibilities:

- Fully participate in the Solution Workshops
- Review activities covered within each session topic and complete hands-on activities/lab exercises
- Complete all pre-requisite activities prior to the start of one-on-one consulting sessions with CLIENT's assigned implementation team.

TeamDynamix Responsibilities:

- Provide access to the Solution Workshop, agenda, and necessary materials.
- Support CLIENT through course activities, addressing questions and issues.
- Following the completion of Solution Workshop activities, assign consultant to CLIENT's implementation project to address specific requirements during configuration sessions.

Configuration

Following the Readiness Course, TeamDynamix consultants shall facilitate configuration sessions to further demonstrate, transfer knowledge, and assist CLIENT System Administrators with implementing the application's capabilities. During configuration sessions, CLIENT and TeamDynamix shall discuss specific requirements and use cases applicable to CLIENT. TeamDynamix shall offer advice on how best to apply the application's feature-set.

Foundations Configuration:

- Provide guidance to CLIENT on how best to further configure Foundational elements of TeamDynamix (e.g. Accounts/Departments, Security Roles, Locations, etc.) following the Readiness course.

TeamDynamix

Core Integrations Configuration:

- Work with CLIENT technical resources to configure Single Sign-on authentication via a SAML 2.0 Identity Provider. CLIENT must supply SAML metadata via a URL or the InCommon Federation so that TeamDynamix can establish a regular metadata synchronization process.
- Work with CLIENT technical resources to configure up to three (3) inbound email monitors. In order to leverage this capability, CLIENT must provide an IMAP-enabled email account that supports OAuth authentication to which the email service can connect. IMAP is not necessary for email processing, but it is used by the TeamDynamix application for mailbox administrative purposes. Instructions and prerequisites shall also be provided by TeamDynamix during the implementation.
- Support CLIENT TeamDynamix System Administrators when building additional email monitors, if applicable.
- Work with CLIENT technical resources to configure the Email Replies monitor and Email Sender settings.
- Coach and support CLIENT technical resources working on user synchronization activities. TeamDynamix has a file import listener utility that can be deployed in the CLIENT environment and will pickup dropped files (e.g. CSV, XLS). TeamDynamix can review and assist with the deployment of this utility if this is the desired approach.

Client Portal Configuration:

- Provide guidance to CLIENT on how best to layout and design Client Portal.
- Provide sample Client Portal layouts from similar implementations.
- If necessary, support CLIENT web developer assigned to Client Portal design
- Assist with Client Portal configuration and layout

Knowledge Management Configuration:

- CLIENT shall identify a list of up to twenty (20) knowledge base articles that shall be used as the basis of the Knowledge Management training and configuration activities.
- TeamDynamix shall coach client on how best to apply the capabilities of the knowledge base application and will then support the configuration effort of the up to twenty (20) identified articles.
- CLIENT may add additional articles on its own timeline. If CLIENT desires additional assistance beyond twenty (20) articles, TeamDynamix can provide a separate scope of effort and input on how the implementation timeline may be impacted.

Service Catalog Configuration:

- CLIENT shall identify a list of up to twenty (20) service offerings that shall be used as the basis of the Service Catalog training and configuration activities.
- TeamDynamix shall coach client on how best to apply the capabilities of the Service Catalog application and will then support the configuration effort of the up to twenty (20) identified services offerings.
- CLIENT may add additional service offerings on its own timeline. If CLIENT desires additional assistance beyond twenty (20) service offerings, TeamDynamix can provide a separate scope of effort and input on how the implementation timeline may be impacted.

TeamDynamix

Ticketing Configuration:

- Coach CLIENT on how best to apply essential ticketing features based on requirements and support the configuration effort.
- Build up to ten (10) ticket forms and support CLIENT TeamDynamix System Administrators during additional form building exercise. CLIENT must provide field definition and layout.
- Provide best practice advice and support CLIENT when adding and managing custom attributes and cascading values.

Advanced Ticketing Configuration:

- Provide guidance to CLIENT on how best to use the advanced ticketing capabilities based on requirements and support the configuration effort.
- Build up to three (3) ticket workflows and support CLIENT TeamDynamix System Administrators during additional workflow building exercise. Workflows can be used to support common business process such as on/off-boarding, major incident processes, and system change management. CLIENT must provide detailed process documentation and explanation.
- Build up to five (5) ticket automation rules and support CLIENT TeamDynamix System Administrators when building additional automation rules. CLIENT must provide conditional routing explanation.
- Assist with customizing notification templates and response templates.

Asset Management Configuration

- Coach CLIENT on how best to apply asset management features based on requirements and support the configuration effort.
- Build up to ten (10) asset forms and support CLIENT TeamDynamix System Administrators during additional form building exercise.
- Assist CLIENT with deploying asset synchronization utility, if necessary. Asset synchronization utility can be deployed within CLIENT environment and connect to an asset data source (e.g. SCCM) for synching asset inventory to TeamDynamix.

Project Management Configuration:

- Coach CLIENT on how best to apply project management features based on requirements and support the configuration effort.
- Support CLIENT building project templates, project types, custom attributes, and project surveys.
- Demonstrate how best to use project management features within CLIENT environment.

Reporting and Dashboards

- Facilitate a reporting workshop session and demonstrate how to create reports, configure desktops/dashboards, schedule/share reports and discuss reporting best practices.
- Provide common examples of key operational reports to aid CLIENT when making decisions on reporting.
- Custom report development is not in-scope for the implementation.

CLIENT Responsibilities:

- Responsible for primary TeamDynamix configuration with support provided by TeamDynamix.
- Communicate desired state processes and make decisions on configuration options provided by TeamDynamix consultants.
- Assign resources with the availability and skill set required to work with the TeamDynamix suite of applications.

TeamDynamix

TeamDynamix Responsibilities:

- Coach and guide CLIENT through implementation to ensure the feasibility within the amount of time scoped.
- Assist CLIENT with configuration tasks, when possible, to help maintain implementation momentum.
- Support configuration efforts and assist with importing configuration data, when possible (not all areas of the application support configuration imports). TeamDynamix is not responsible for any data cleansing or manipulation prior to the use of any import tools

Solution Testing

CLIENT Responsibilities:

- Create any necessary system test scripts and/or user acceptance test scripts required to meet internal testing requirements.
- Plan and perform system and/or user acceptance testing.
- Coordinate internal resources involved in the testing processes.

TeamDynamix Responsibilities:

- Provide go-live checklists and support client through configuration testing by responding and working to resolve issues.
- Perform unit testing on any workflow or integration activities developed by TeamDynamix consultants.

Solution Training

TeamDynamix provides training services as part of its implementations to prepare TDNext users for go-live. CLIENT and TeamDynamix will work together to coordinate training for TDNext users. TDNext users training is accomplished via a combination of training sessions, workshops, standard training videos, and knowledge base articles.

CLIENT Responsibilities:

- Identify resources that shall be the TeamDynamix System Administrators.
- Ensure the availability of the designated System Administrators throughout the course of the implementation.
- Coordinate and communicate TeamDynamix training plan to TDNext users prior to training sessions.
- If TeamDynamix training is performed on-site, CLIENT must provide a training lab with internet-connected computers.
- Communicate business processes that are changing as a result of the implementation. Additionally, create any supplemental documentation to support the changing business processes.

TeamDynamix

TeamDynamix Responsibilities:

- Provide Administrative training to individuals (typically 1-3) assigned as TeamDynamix Administrators by CLIENT. Administrative training takes place throughout the implementation, not via a dedicated Administration training course.
- Provide up to 1 live, instructor-led TeamDynamix application training sessions. CLIENT and TeamDynamix will decide on the training agendas during the implementation planning process. CLIENT may record training sessions for internal-use only.
- Provide up to 1 open-house/workshop session (60-90 minutes each) for staff to receive answers to questions about the TeamDynamix application. CLIENT may record open-house/workshop sessions for internal-use only.
- Provide access to standard training support materials available at the time of implementation.

Go-Live Support

TeamDynamix and CLIENT shall collaborate on a go-live strategy during the implementation. Following a 30-day go-live support period, the project will be closed out.

CLIENT Responsibilities:

- Communicate the go-live strategy to key stakeholders and the user community.
- Determine how work items from legacy applications will be addressed post go-live.
- Provide access to resources and systems to support the go-live.
- Participate in project close-out meeting and take full ownership of the TeamDynamix configuration.
- Understand that future changes to TeamDynamix configuration are the responsibility of the CLIENT.
- Direct future questions and issues to the TeamDynamix Support organization

TeamDynamix Responsibilities:

- Provide early life support to quickly identify and provide resolution to issues.
- Facilitate project close-out meeting and ensure CLIENT has necessary information to maintain solution going forward.
- Ensure CLIENT has any necessary credentials and access information related to the configuration.
- Provide support information and make introductions to TeamDynamix Customer Success Representatives.

Out-of-Scope for Group A

The following items are considered out-of-scope:

- Asset Discovery
- Advanced Project Portfolio Management
- Capabilities of the TeamDynamix solution not mentioned in the above Scope of Services

TeamDynamix

TeamDynamix

Statement of Work for Group B

Introduction

Fairfield County, Ohio (herein known as 'CLIENT') is located in Fairfield County, Ohio. CLIENT wishes to implement the best-in-class solutions from TeamDynamix. In summary, the following capabilities are in-scope for this engagement:

- TeamDynamix Multi-Tenant SaaS Deployment with vanity URL
- TeamDynamix Administration Foundations
- TeamDynamix Core Integrations
- Basic Ticketing

Solution Environment

- TeamDynamix Software-as-a-Service (SaaS)

Project Approach and Timeline

TeamDynamix has developed an implementation approach to ensure the success of its CLIENTS. The implementation will begin with a planning exercise to discuss specific factors which influence the timeline of the deployment. Following the planning exercise, CLIENT resources shall begin the TeamDynamix Readiness Course. This online, instructor-led course consists of a daily 90-120 minute session lasting approximately 2.5 weeks. CLIENT resources will learn how to configure each aspect of the TeamDynamix application.

Once the course has concluded and CLIENT has completed the prerequisite configuration activities, one-on-one dedicated sessions with a TeamDynamix Professional Services consultant will begin. CLIENT will meet regularly with a TeamDynamix consultant to further build on knowledge from the Readiness Course and jointly configure the tool to meet specific requirements. Following configuration, the solution is transferred into production once training and go-live preparation steps have been completed. If defined during the planning exercise, additional phases follow the initial go-live. If no follow-on phases have been defined, CLIENT is then introduced to Support and Customer Success and the implementation project is closed-out.

Most clients progress through the implementation between three and six months depending on the complexity of requirements and their resource availability. TeamDynamix and CLIENT will work together to coordinate specific dates once the Statement of Work has been fully executed. TeamDynamix shall make available its Professional Services resources during the period of time defined in the implementation plan. Changes to timeline or scope may require a signed change order document and/or additional costs, especially if Professional Services resources must be extended beyond the time period outlined in the implementation plan. If for some reason CLIENT chooses to place the implementation on-hold, TeamDynamix resources shall be reassigned to other projects. The scope of services outlined with this Statement of Work expires 10 months from document execution (unless modified by a change order) and all work shall then be considered complete.

TeamDynamix

Departments Included

Following the full deployment of the TeamDynamix application with the Information Technology group, CLIENT wishes to deploy a basic implementation of the TeamDynamix application to additional departments (listed below). It is assumed that each department would be a separate ticketing application within the main CLIENT instance. Furthermore, it is assumed that each department would assign an administrator/point-of-contact for the implementation and that the departmental implementations would closely mirror the others. Lastly, it is assumed that all departments would progress simultaneously, not deployed as separate engagements.

The following departments are considered in-scope for this engagement:

Auditor's Office

JFS Finance

Family Children First Council

Commissioner's Finance

Department of Disabilities Finance

Utilities

County Admin

Board of Elections

Key Contacts

The following individuals will serve as key contacts for the coordination of this engagement.

Fairfield County, Ohio

Name: Dan Neeley

Title: IT Director

Phone: 740-652-7075

Email: daniel.neeley@fairfieldcountyohio.gov

TeamDynamix Professional Services

Name: Aaron Crane

Title: Vice President, Operations

Phone: 614-340-3342

Email: a Crane@teamdynamix.com

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TeamDynamix

Scope of Services

Project Management

Implementation Project Management

TeamDynamix and CLIENT shall jointly manage the implementation project. TeamDynamix shall take the lead on facilitating the sessions related to the application deployment. CLIENT shall manage its resources, sponsor/stakeholder expectations, and end-user communications. Members of TeamDynamix and CLIENT will work together on the specific project management-related items, such as:

- Project background, objective and vision
- Project scope
- Team roles and responsibilities
- Project timeline
- Project management tools and communication plans
- Outline tracking procedures for risks and issues
- Determine future meeting cadence
- Review deliverables and action items

CLIENT Responsibilities:

- Provide a project manager to coordinate with TeamDynamix resources.
- Identify and coordinate other individuals involved in the project, such as Sponsor, Administrators, Technical resources, Process owners and other Subject Matter Experts.
- Create and manage the documentation and plans required for CLIENT-specific project management processes.
- Ensure its resources are completing activities and actions in a timely manner so that project timeline is met.

TeamDynamix Responsibilities:

- Provide resources to act as a project manager, application consultant, and technical lead. Resources shall work closely with CLIENT project manager to execute the implementation plan.
- Meet with CLIENT project resources on a regular basis to discuss project status and review progress to plan.
- Respond to and help address issues that arise in a timely fashion.
- Help to ensure the overall success and completion of the project.

TeamDynamix

Core Setup

TeamDynamix consultants shall create a SaaS Production and Test (Sandbox) environment of the TeamDynamix application for CLIENT. The environments will be accessible via a to-be-determined CLIENT-specific URL (e.g. <https://teamdynamix.clientdomain.com>) and will exist within the TeamDynamix multi-tenant environment.

CLIENT Responsibilities:

- Provide an initial set of users that need access to the TeamDynamix application.
- Create a DNS entry for the defined URL and map the entry to the TeamDynamix environment.

TeamDynamix Responsibilities:

- Perform environment setup tasks for a Production and Sandbox instance of the TeamDynamix application.
- Create a certificate entry using Let's Encrypt for CLIENT vanity URL.
- Provide CLIENT with System Access Information.

Application Configuration

Solution Workshops

TeamDynamix consultants will provide CLIENT access to the Solution Workshop Course(s). The purpose of the curriculum is to introduce CLIENT to the applications and to transfer knowledge related to each module. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources as a way to best address requirements. Activities covered in the workshop include:

Introduction to TeamDynamix:

- Environment overview
- Maintenance and release schedules
- System Status
- Solutions Client Portal

Administration Foundations:

- Setting up additional Administrators
- TeamDynamix security model
- User groups
- Account/Department values
- Building locations and rooms

Core Integrations:

- Methods of authentication to TeamDynamix
- Email management
- Managing people records
- Microsoft Teams and Slack integration

TeamDynamix

Ticketing Essentials:

- Ticket creation
- Application security roles
- Service forms
- Custom attributes
- Status values
- Impact, Urgency, and Priority values
- Source values
- Ticket settings

CLIENT Responsibilities:

- Fully participate in the Solution Workshops
- Review activities covered within each session topic and complete hands-on activities/lab exercises
- Complete all pre-requisite activities prior to the start of one-on-one consulting sessions with CLIENT's assigned implementation team.

TeamDynamix Responsibilities:

- Provide access to the Solution Workshop, agenda, and necessary materials.
- Support CLIENT through course activities, addressing questions and issues.
- Following the completion of Solution Workshop activities, assign consultant to CLIENT's implementation project to address specific requirements during configuration sessions.

Configuration

Following the Readiness Course, TeamDynamix consultants shall facilitate configuration sessions to further demonstrate, transfer knowledge, and assist CLIENT System Administrators with implementing the application's capabilities. During configuration sessions, CLIENT and TeamDynamix shall discuss specific requirements and use cases applicable to CLIENT. TeamDynamix shall offer advice on how best to apply the application's feature-set.

Foundations Configuration:

- Provide guidance to CLIENT on how best to further configure Foundational elements of TeamDynamix (e.g. Accounts/Departments, Security Roles, Locations, etc.) following the Readiness course.

Core Integrations Configuration:

- Work with CLIENT technical resources to configure one inbound email monitor per department (listed above). In order to leverage this capability, CLIENT must provide an IMAP-enabled email account that supports OAuth authentication to which the email service can connect. IMAP is not necessary for email processing, but it is used by the TeamDynamix application for mailbox administrative purposes. Instructions and prerequisites shall also be provided by TeamDynamix during the implementation.
- Support CLIENT TeamDynamix System Administrators when building additional email monitors, if applicable.
- Work with CLIENT technical resources to configure the Email Replies monitor and Email Sender settings.

TeamDynamix

Ticketing Configuration:

- Coach CLIENT on how best to apply essential ticketing features based on requirements and support the configuration effort.
- Build up to ten (10) ticket forms and support CLIENT TeamDynamix System Administrators during additional form building exercise. CLIENT must provide field definition and layout.
- Provide best practice advice and support CLIENT when adding and managing custom attributes and cascading values.

CLIENT Responsibilities:

- Responsible for primary TeamDynamix configuration with support provided by TeamDynamix.
- Communicate desired state processes and make decisions on configuration options provided by TeamDynamix consultants.
- Assign resources with the availability and skill set required to work with the TeamDynamix suite of applications.

TeamDynamix Responsibilities:

- Coach and guide CLIENT through implementation to ensure the feasibility within the amount of time scoped.
- Assist CLIENT with configuration tasks, when possible, to help maintain implementation momentum.
- Support configuration efforts and assist with importing configuration data, when possible (not all areas of the application support configuration imports). TeamDynamix is not responsible for any data cleansing or manipulation prior to the use of any import tools

Solution Testing

CLIENT Responsibilities:

- Create any necessary system test scripts and/or user acceptance test scripts required to meet internal testing requirements.
- Plan and perform system and/or user acceptance testing.
- Coordinate internal resources involved in the testing processes.

TeamDynamix Responsibilities:

- Provide go-live checklists and support client through configuration testing by responding and working to resolve issues.
- Perform unit testing on any workflow or integration activities developed by TeamDynamix consultants.

Solution Training

TeamDynamix provides training services as part of its implementations to prepare TDNext users for go-live. CLIENT and TeamDynamix will work together to coordinate training for TDNext users. TDNext users training is accomplished via a combination of training sessions, workshops, standard training videos, and knowledge base articles.

TeamDynamix

CLIENT Responsibilities:

- Identify resources that shall be the TeamDynamix System Administrators.
- Ensure the availability of the designated System Administrators throughout the course of the implementation.
- Coordinate and communicate TeamDynamix training plan to TDNext users prior to training sessions.
- If TeamDynamix training is performed on-site, CLIENT must provide a training lab with internet-connected computers.
- Communicate business processes that are changing as a result of the implementation. Additionally, create any supplemental documentation to support the changing business processes.

TeamDynamix Responsibilities:

- Provide Administrative training to individuals (typically 1-3) assigned as TeamDynamix Administrators by CLIENT. Administrative training takes place throughout the implementation, not via a dedicated Administration training course.
- Provide up to 1 live, instructor-led TeamDynamix application training sessions. CLIENT and TeamDynamix will decide on the training agendas during the implementation planning process. CLIENT may record training sessions for internal-use only.
- Provide up to 1 open-house/workshop session (60-90 minutes each) for staff to receive answers to questions about the TeamDynamix application. CLIENT may record open-house/workshop sessions for internal-use only.
- Provide access to standard training support materials available at the time of implementation.

Go-Live Support

TeamDynamix and CLIENT shall collaborate on a go-live strategy during the implementation. Following a 30-day go-live support period, the project will be closed out.

CLIENT Responsibilities:

- Communicate the go-live strategy to key stakeholders and the user community.
- Determine how work items from legacy applications will be addressed post go-live.
- Provide access to resources and systems to support the go-live.
- Participate in project close-out meeting and take full ownership of the TeamDynamix configuration.
- Understand that future changes to TeamDynamix configuration are the responsibility of the CLIENT.
- Direct future questions and issues to the TeamDynamix Support organization

TeamDynamix Responsibilities:

- Provide early life support to quickly identify and provide resolution to issues.
- Facilitate project close-out meeting and ensure CLIENT has necessary information to maintain solution going forward.
- Ensure CLIENT has any necessary credentials and access information related to the configuration.
- Provide support information and make introductions to TeamDynamix Customer Success Representatives.

TeamDynamix

Out-of-Scope for Group B

The following items are considered out-of-scope:

- Advanced Ticketing
- Client Portal
- Service Catalog
- Knowledge Management
- Asset Management with Asset Discovery
- Project Management Essentials
- Advanced Project Portfolio Management
- Reporting
- Capabilities of the TeamDynamix solution not mentioned in the above Scope of Services

TeamDynamix

Cost Summary

Description	Total
Professional Services - Implement TeamDynamix for groups A and B	\$13,050.00
Professional Services Discount (Agreement must be executed by 02/09/2024)	(\$8,800)
Total TeamDynamix Professional Services	 \$4,250

****NCPA/Omnia pricing is based on the Software and SaaS Solutions RFP#39-20 agreement #01-121 executed on 12/8/2020.**

Payment Schedule

1. One third (33%) of total professional services fees following the implementation planning phase or eight (8) weeks after the contract execution date, whichever comes first.
2. One third (33%) of total professional services fees following the completion of configuration of TeamDynamix or sixteen (16) weeks after the contract execution date, whichever comes first.
3. Remaining percentage (34%) of total professional services fees following the completion of End User Training activities or twenty-four (24) weeks after contract execution date, whichever comes first.

By signing below, I hereby acknowledge that I have completely read and fully understand this Statement of Work document.

TeamDynamix Solutions LLC

Fairfield County, Ohio

DocuSigned by:
Signature Ken Benvenuto
95EE6856FE894E1...

Signature _____

Print Ken Benvenuto

Print _____

Title CEO

Title _____

Date 1/22/2024

Date _____

TeamDynamix

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: Cooperative Purchase through Omnia Partners Contract 01-121 (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 24th day of January, 2024.

Daniel A Neeley IT Director

Name and Title

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



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **TeamDynamix Solutions LLC**
Date: **1/25/2024 8:44:32 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

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.

How to Generate a 5 Year License Price Quote for NCPA:

1) Enter appropriate **License Counts** into **Cell C16** and your NCPA Member Discount will automatically be applied. Discounts for NCPA Members start at 25% for a 60 month agreement and the discount increase as the License Counts increase. Your NCPA per/license discounted price will be reflected on **row 31**.

2) Select the appropriate implementation that best fits your needs from the drop down in **Cell B23**

License Pricing - 60 Month Agreement						
Cost Item	License Counts	Year 1	Year 2	Year 3	Year 4	Year 5
Universal User License	75	\$43,125.00	\$44,418.75	\$45,751.31	\$47,123.85	\$48,537.57
NCPA Member Discount:		27.56%	27.56%	27.56%	27.56%	27.56%
NCPA Member Discount License Price Totals:		\$31,241.25	\$32,178.49	\$33,143.84	\$34,138.16	\$35,162.30

Professional Services Fees Related to Implementation		
Professional Services Package	Discounted Cost	Year 1
Conversational AI Implementation	\$5,000.00	\$5,000.00
Professional Services Totals:		\$5,000.00

	Year 1	Year 2	Year 3	Year 4	Year 5
NCPA Member Discount Price Totals:	\$36,241.25	\$32,178.49	\$33,143.84	\$34,138.16	\$35,162.30

Per Year License Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Universal User License	\$416.55	\$429.05	\$441.92	\$455.18	\$468.83

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2024

Page: 1 of 1

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130
Revisions: 000

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

Purchase Order # **24002553 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

B
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210 E MAIN ST
LANCASTER, OH 43130

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TEAMDYNAMIX SOLUTIONS LLC
1600 DUBLIN RD STE 200
COLUMBUS, OH 43215-2095

S
H
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P
T
O

210 E MAIN ST
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				2708					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/25/2024		18094						COMM-INFORMATION...	
NOTES									

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

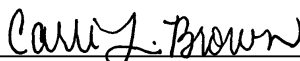
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Initial year IT and Enterprise Service Mgmt Solution GL Account: 12100118 - 530000	1.0	EACH	\$30,490.00	\$30,490.00
GL SUMMARY					
12100118 - 530000		\$30,490.00			

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$30,490.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/25/2024



Auditor Fairfield County, OH

Purchase Order Total **\$30,490.00**

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A resolution to approve the master services contract and licensing for use of an IT and Enterprise Service Management System between the Fairfield County Board of Commissioners and TeamDynamix Solutions, LLC under Omnia Partners contract #01-121.

(Fairfield County Information Technology)

Approved as to form on 1/25/2024 9:54:46 AM by Austin Lines,

Resolution No. 2024-01.30.j

A resolution to approve the master services contract and licensing for use of an IT and Enterprise Service Management System between the Fairfield County Board of Commissioners and TeamDynamix Solutions, LLC under Omnia Partners contract #01-121.

(Fairfield County Information Technology)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2599 reimbursing Fund 2018

WHEREAS, Resolution 04.06.29.ff authorized the establishment of a Workforce Investment Act Fund, #2599, and

WHEREAS, costs attributed to the WIA fund have been expended from the PA fund, #2018, and

WHEREAS, the WIA fund has received funds to cover these costs and such funds have been deposited in the WIA fund as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover the costs from the WIA fund (2599).

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:

12201807-434009 (Reimbursement from WIOA) \$32,985.94 (Sept thru Nov. 2023)

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 WIOA.

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12259907 900000 Reimburse public assistance

Amount: \$32,985.94

Subject to final quarterly reconciliation from ODJFS

Prepared by Annette Mash-Smith Fiscal Specialist

	WIOA to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes			ADULT	DW	CCMEP YOUTH IN	CCMEP YOUTH OUT	CCMEP YOUTH OUT WORK EXP	RESEA	TOTAL OWED
	2023						2023							
	Jan-23	\$ 16,444.04		\$ 28,708.78	-		\$16,444.04	\$13,153.57					\$3,290.47	\$13,153.57
	Feb-23	\$ 14,497.68		\$ 43,206.46	-		\$14,497.68	\$11,596.69					\$2,900.99	\$11,596.69
Reimb w/out March numbers (Dec, Jan, Feb)	Mar-23	\$ 15,114.10	\$ 45,532.00	\$ 12,788.56	Resolution 2023-03.14.s		\$15,114.10	\$12,089.75					\$3,024.35	\$12,089.75
	Apr-23	\$ 41,755.76		\$ 54,544.32			\$41,755.76	\$1,670.24	\$11,691.61		\$6,680.90	\$1,670.24	\$20,042.77	\$13,361.85
	May-23	\$ 36,645.56		\$ 91,189.88			\$36,645.56	\$1,465.82	\$10,260.75		\$5,863.29	\$1,465.82	\$17,589.88	\$11,726.57
Reimb w/out June numbers (Mar, Apr, May)	Jun-23	\$ 52,942.43	\$ 93,515.42	\$ 50,616.89	Resolution 2023-07.		\$52,942.43	\$2,117.70	\$14,823.88		\$8,470.79	\$2,117.70	\$25,412.36	\$16,941.58
	Jul-23	\$ 18,957.00		\$ 69,573.89			\$18,957.00	\$0.00	\$2,527.88		\$3,789.79		\$12,639.33	\$2,527.88
	Aug-23	\$ 20,985.38		\$ 90,559.27			\$20,985.38		\$2,798.36		\$4,195.29		\$13,991.73	\$2,798.36
Reimb w/out Sep numbers (June, Jul, Aug)	Sep-23	\$ 18,067.38	\$ 92,884.81	\$ 15,741.84	Resolution 2023-09.kk		\$18,067.38		\$2,409.24		\$3,611.94		\$12,046.20	\$2,409.24
	Oct-23	\$ 7,641.35		\$ 23,383.19			\$7,641.35				\$1,274.86		\$6,366.49	\$0.00
	Nov-23	\$ 7,277.21		\$ 30,660.40			\$7,277.21				\$1,214.12		\$6,063.09	\$0.00
Reimb w/out Dec numbers (Sep, Oct, Nov)	Dec-23	\$ 12,931.13		\$ 43,591.53			\$12,931.13				\$2,157.42		\$10,773.71	\$0.00
	Total	\$ 263,259.02	\$ 231,932.23	N/A	Totals		\$263,259.02	\$42,093.77	\$44,511.72	\$0.00	\$37,258.40		\$134,141.37	\$86,605.49

Signature Page

Resolution No. 2024-01.30.k

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2599 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.

Resolution to sign the Contract between Fairfield County Commissioners and the Ohio Regional Development Corporation (ORDC) to conduct the Environmental Review for the Program Year 2023 Community Housing Impact and Preservation (CHIP) Program

WHEREAS, The Ohio Department of Development (ODOD) administers the federal Community Development Block Grant (CDBG) and the HOME Program for the CHIP program in the state of Ohio.

WHEREAS, The Fairfield County Commissioners have been awarded a CHIP Grant for Program Year 2023.

Whereas, An Environmental Review must be submitted to ODOD by March 1, 2024 in order for the CHIP PY 2023 program funding to be available to Fairfield County.

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

Section 1. The Fairfield County Commissioners agree to comply with the said contract with ORDC.

Section 3. That the Fairfield County Commissioners approve the signature of the Contract for Environmental Services for PY 2023 Community Housing Impact and Preservation Program between Fairfield County and ORDC.

**Contract for Administrative Services for
PY2023 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Between FAIRFIELD COUNTY and Ohio Regional Development Corporation**

THIS AGREEMENT, made and entered into by and between the Fairfield County Commissioners (hereinafter called the “Grantee”) and the Ohio Regional Development Corporation (hereinafter called “the Consultant”), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

WHEREAS, the Grantee, has applied for and been awarded PY 2023 Community Housing Impact and Preservation (CHIP) Program funding from the State of Ohio, Department of Development, Office of Community Enhancements (OCE) for the purpose of addressing local housing needs;

WHEREAS, the PY 2023 Community Housing Impact and Preservation (CHIP) Program requires that certain Environmental Reviews and Requests for Release of Funds be completed before the CHIP funds can be released to the Grantee;

WHEREAS, OCD Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant to perform various administrative services including Environmental Reviews and Requests for Release of Funds, and those services are detailed in this contract for administrative services;

WHEREAS, the Consultant is qualified to perform various administrative services including Environmental Reviews and Requests for Release of Funds;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

I. SCOPE OF WORK TO BE COMPLETED BY THE CONSULTANT:

The Consultant will perform the necessary Environmental Review Processes and Requests for Release of Funds Processes necessary to obtain a complete release of all Grant funds for the Owner Rehabilitation, Owner Home Repair and the New Construction- Habitat for Humanity activities currently approved under the PY 2023 CHIP Program for Fairfield County. The work shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program) and the Department’s HOME Program, as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

A. Public Liability Insurance

The Consultant shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. The Consultant shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and, the Consultant shall provide Worker’s Compensation Insurance. The Worker’s

Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer's liability insurance in the amount of \$100,000. At the request of the Grantee, the Consultant will supply Certificates of Insurance detailing the above coverages prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

II. ACTIONS BY THE GRANTEE

The Grantee shall cooperate fully with the Consultant in completing the Environmental Reviews and Requests for Release of Funds including placing required Public Notices in a Newspaper of general Circulation within Fairfield County.

III. TIME OF PERFORMANCE

The services of the Consultant will begin upon the signing of this contract, and will terminate following the preparation of the final Request for Release of Funds needed under the PY 2023 CHIP Program for Fairfield County.

IV. COMPENSATION

The Consultant shall be paid \$4,000 for the services provided.

V. GOVERNMENTAL REGULATIONS

The Consultant shall ensure that its performance of administering the CHIP Program is in compliance with the various Federal and State regulations as they relate to the scope of services rendered, including but not limited to applicable provisions of: 1) The Davis-Bacon Act as amended (40 U.S.C. 3141-3148); 2) The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); 3) The Equal Employment Opportunity provisions of 41 CFR Part 60; 4) The Debarment and Suspension provisions set forth in Executive Orders 12549 and 12689 including checking the System for Award Management (SAM); 5) The Byrd Ant-Lobbying Amendment (31 U.S.C. 1352); 6) The Clean Air Act (42 U.S.C. 7401-7671); 7) The Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements provisions of 37 CFR Part 401; 8) The Federal Water Pollution Control Act (33 U.S.C. 1251-1387); 9) The Solid Waste Disposal Act Section 6002; 10) The prohibitions on certain telecommunications and video surveillance services or equipment provisions at 2 CFR 200.216; 11) Section 109 of the Community Development Act of 1974; 12) Section 504 of the Rehabilitation Act of 1973; 13) Title I of the Civil Rights Act of 1964; 14) The Copeland Anti-Kick Back Act (18 U.S.C. 874); and 15) Section 3 of the Housing & Urban Act of 1968, as amended by, 12 U.S.C. 170, and regulations issued pursuant thereto by the Secretary of Housing & Urban Development set forth in 24 CFR, Part 135. In addition, preferences shall be given 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. Moreover, ORDC will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per 2 CFR 200.321.

VI. TERMINATION OF CONTRACT

Either party may terminate this agreement at any time with thirty (30) days notice. If the contract is terminated ORDC will be compensated on a prorated basis for all work completed.

VII. INVALIDITY OF PART OF CONTRACT

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

VIII. SEGREGATED FACILITIES

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

X. COPELAND "ANTI-KICK BACK ACT"

The Consultant agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). The Consultant shall not induce, by any means, any person employed in the construction, completion or in any repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Consultant certifies that the Consultant will not request or receive any remuneration under this contract, or any bonus or commission, for the purpose of obtaining or soliciting: (1) HUD approval of applications for additional assistance; or (2) Any other approval or concurrence of

HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation. Reasonable fees for bona fide technical, consultant, managerial services or services of a similar nature are permitted and eligible as program costs.

XIII. ADMINISTRATIVE OVERSIGHT

Randy Hunt, will be the local government representative for providing oversight to the Ohio Regional Development Corporation.

AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the of Board of Commissioners, Fairfield County, OH as approved on _____, 2024.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following each signature.

ATTEST:

FOR: Fairfield County

Commissioner

Date

Commissioner

Date

Commissioner

Date

FOR: Ohio Regional Development Corporation

Dale W. Hartle, President

Date

Signature Page

Resolution No. 2024-01.30.I

Resolution to sign the Contract between Fairfield County Commissioners and the Ohio Regional Development Corporation (ORDC) to conduct the Environmental Review for the Program Year 2023 Community Housing Impact and Preservation (CHIP) Program

(Lancaster-Fairfield Community Action Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to update the Citizen Participation Plan for the Community Development Block Grant program

WHEREAS, Fairfield County is participating in the Community Development Block Grant (CDBG) program; and

WHEREAS, it is a requirement of the CDBG program to develop and adopt an Citizen Participation Plan; and

WHEREAS, Fairfield County adopted a plan in 1995; and

WHEREAS, it is best practice to review and update this plan from time to time;

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

Section 1. That this Board adopts Attachment A, a revised and updated Citizen Participation Plan, which is incorporated herein by reference and made a part hereof, the same as though rewritten here in full.

Prepared by: Holly Mattei
cc: Regional Planning

EXHIBIT A

Fairfield County, Ohio Community Development Block Grant Citizen's Participation Plan

The Community Development Block Grant (CDBG) program is intended to improve communities by providing decent housing, a suitable environment, and growing economic opportunities principally for persons with low and moderate income, minorities, the disabled, and people with limited English proficiency (LEP). The Citizen's Participation Plan provides for and encourages citizen participation, emphasizing involvement by those local citizens who qualify according to the CDBG guidelines as well as those citizens outside the scope of CDBG services.

I. Provide timely advance public notices about availability of required documents and public hearings.

There shall be advance public notice after the first of each calendar year regarding the County's intent to apply for Community Development Block Grant funds. In addition, there shall be advance public notice in conformance with Ohio's Sunshine Law of all public hearings and public information meetings relating to the funds or planning process covered by this Citizen Participation Plan.

Public notice will be given in the following forms:

1. Legal notices shall be published as specified in the Lancaster Eagle Gazette.
2. Programmatic letters/emails will be sent to community stakeholders.
3. Notices will also be posted on the Fairfield County website (www.co.fairfield.oh.us).
4. The notice will state the time, date, place and subject matter of the hearing. An agenda of items to be considered will also be included.

II. Provide reasonable and timely access to information and records.

Fairfield County will provide the public with reasonable and timely access to information and records relating to the CDBG program. The public will also be given reasonable access to records about any uses of these funds.

Materials will be available in a form accessible to persons with disabilities, when requested.

All documentation to Fairfield County's use of CDBG funds will be available to the public at the Fairfield County Commissioners' Office, 210 E. Main Street, Lancaster, Ohio.

III. Hold public hearings.

Not less than two public hearings will be held each year prior to the County's application for Community Development funds, including Community Housing Impact and Preservation Program, Allocation Program, Neighborhood Revitalization Program, and Critical Infrastructure Program funds. Notice of such hearings will be provided as per item 1 above. All public hearings will be held at locations accessible to persons with disabilities. Upon request, special arrangements may be made to accommodate persons with disabilities and those with limited English proficiency. Such requests should be made at least 48 hours prior to the scheduled public hearing.

IV. Conducting the public hearings.

The CDBG coordinator shall conduct the public hearings. Minutes will be taken at such hearings. All attendees will be asked to sign-in and provide contact information.

The first public hearing held each calendar year will cover all CDBG programs through which the County may apply for funds. This may include, but is not limited to, the Community Development programs, Community Housing Impact and Preservation Program, Neighborhood Revitalization Program, and Critical Infrastructure Program.

The second public hearing will cover the specifics of the program applications that the County intends to submit.

Any individual unable to attend the public hearings may contact the CDBG coordinator and request a copy of any and all documents that were distributed at the hearing, including a copy of the minutes.

V. Complaint procedures.

It shall be the policy of Fairfield County, Community Development Block Grant Program, to provide for timely and thorough processing of any citizen complaints. Specific policies and procedures shall be as follows:

1. All complaints which cannot be resolved on an informal basis shall be submitted in writing by the complainant or aggrieved party.
2. A written complaint or grievance shall receive a written response from the County within fifteen (15) days of receiving the written complaint.
3. The response of the County shall indicate the aggrieved party may contact the Ohio Office of Community Development (OCD) , if not satisfied, or if they feel the County has not acted properly. Such notice shall indicate the name and telephone number of the current OCD representative assigned to the County's program.
4. The county will work cooperatively with the OCD in providing any information relevant to said grievance in a timely manner.

VI. Other considerations.

The CDBG Coordinator is available to meet with any local governing body or community organization which would like more detailed and specific information regarding the CDBG programs and application process.

Resolution No. 2024-01.30.m

A resolution to update the Citizen Participation Plan for the Community Development Block Grant program

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to update and reaffirm the Fairfield County Fair Housing Program and Policy

WHEREAS, Fairfield County has established a policy and program for the purpose of promoting fair housing within Fairfield County to ensure compliance with all applicable Fair Housing Laws; and

WHEREAS, from time to time it is best practice to revisit this policy and to make any necessary adjustments; and

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

Section 1. That the Fairfield County Board of Commissioners hereby reaffirms its commitment to equal housing opportunity in Fairfield County and supports those actions, policies, and programs designed to prevent or eliminate housing discrimination on the basis of race, color, religion, sex, handicap, familial status, national origin, or military status.

Section 2. The Fairfield County Regional Planning Commission, as the administrative agency for the Fairfield County Community Development Block Grant (CDBG) program, is hereby authorized to implement a fair housing strategy, which will affirmatively further fair housing within Fairfield County.

Section 3. Said fair housing strategy for Fairfield County may include the following components as may be necessary and appropriate.

1. Disseminate information concerning Federal and State fair housing laws, and housing rights and obligations involving the sale, rental, advertising, brokering, and financing of housing, including public outreach and education.
2. Receive and process complaints involving alleged cases of housing discrimination and advise complainants regarding rights and procedures.
3. Gather information on housing discrimination or discriminatory activities within Fairfield County.
4. Examine existing land use and housing policies and regulations relative to housing discrimination and promote regulatory mechanisms which expand housing opportunities, including housing

A resolution to update and reaffirm the Fairfield County Fair Housing Program and Policy

- opportunities for lower-income, disadvantaged persons, or persons with disabilities.
5. Promote the provision of assisted housing for lower-income, elderly persons and persons with disabilities outside of areas with a significant concentration of lower income persons.
 6. Cooperate and assist public and private sector groups to affirmatively further fair housing in Fairfield County.

Prepared by: Holly Mattei
cc: Regional Planning

Resolution No. 2024-01.30.n

A resolution to update and reaffirm the Fairfield County Fair Housing Program and Policy

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.,

WHEREAS, The Fairfield County Sheriff's Office has previously submitted an agreement for inmate food services for the Fairfield County Jail, and such agreement was approved; and

WHEREAS, the agreement can be renewed for one-year periods; and

WHEREAS, this agreement shall continue to be effective December 15, 2023 and shall terminate on December 14, 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 Commissioners hereby approves the attached renewal agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.

Prepared by: Mendi Rarey
Cc: Sheriff's Office

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: RENEWAL _____ (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 25 day of JANUARY, 2024

Mende Rarey 1/25/2024
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.***

TRINITY SERVICES
GROUP, INC.



Fairfield County Sheriff's Office
Attn: Sheriff Alex Lape
345 Lincoln Avenue
Lancaster, OH 43130

November 21, 2023

RE: Food Service Agreement for Inmate Meals

Dear Sheriff Lape:

It continues to be an honor and a privilege to provide inmate food services at the Fairfield County Jail. As you are aware, the parties may, by mutual agreement, extend the Agreement for another year, effective December 15, 2023. Trinity respectfully requests that we exercise the annual renewal option and effective on the renewal date, per the Agreement, adjust meal prices equal to the change in the Consumer Price Index, Food Away From Home. Based on the September Index data (copy enclosed), the change in the Index over the last year was 6.0%. I have attached an updated meal price scale to reflect the agreed adjustment. These prices will be effective upon the renewal date of the agreement, December 15, 2023.

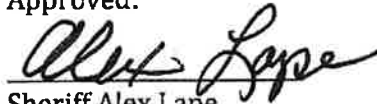
Assuming you agree with extending the term through December 14, 2024, and adjusting the meal prices as stated herein, please countersign the enclosed confirmation copy of this letter and return it to our office.

Trinity sincerely appreciates the opportunity to serve the Fairfield County Jail. Thank you for your business. We will always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding this adjustment or the food services we provide.

Very truly yours,

Matt Stimpson
Midwest Regional Vice President
(248) 296-0784
Matt.Stimpson@TrinityServicesGroup.com

Approved:


Sheriff Alex Lape
Date: 12/4/23



TRINITY SERVICES
GROUP, INC.

FAIRFIELD COUNTY INMATE FEEDING COST SUMMARY

INMATE MEALS

EFFECTIVE DECEMBER 15, 2023

<u>Meal Count</u>	<u>Cost per Meal</u>	<u>Meal Count</u>	<u>Cost per Meal</u>
160 - 164	\$2.426	275 - 279	\$1.756
165 - 169	\$2.378	280 - 284	\$1.739
170 - 174	\$2.337	285 - 289	\$1.723
175 - 179	\$2.294	290 - 294	\$1.706
180 - 184	\$2.254	295 - 299	\$1.691
185 - 189	\$2.213	300 - 304	\$1.675
190 - 194	\$2.177	305 - 309	\$1.664
195 - 199	\$2.141	310 - 314	\$1.650
200 - 204	\$2.110	315 - 319	\$1.638
205 - 209	\$2.076	320 - 324	\$1.626
210 - 214	\$2.047	325 - 329	\$1.614
215 - 219	\$2.021	330 - 334	\$1.604
220 - 224	\$1.992	335 - 339	\$1.589
225 - 229	\$1.965	340 - 344	\$1.583
230 - 234	\$1.940	345 - 349	\$1.571
235 - 239	\$1.917	350 - 354	\$1.562
240 - 244	\$1.894	355 - 359	\$1.552
245 - 249	\$1.872	360 - 364	\$1.544
250 - 254	\$1.851	365 - 369	\$1.534
255 - 259	\$1.830	370 - 374	\$1.524
260 - 264	\$1.809	375 - 379	\$1.516
265 - 269	\$1.792	380 - 384	\$1.508
270 - 274	\$1.774		

The weekly price point is determined by dividing the total number of meals served during the weekly billing cycle by 21.



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2013 ▼ To: 2023 ▼ GO

☐ Include graphs ☐ Include annual averages

[More Formatting Options](#) ➡

Data extracted on: October 12, 2023 (8:49:27 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: ☒ xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	240.713	240.930	241.409	242.236	242.642	243.016	243.409	243.811	244.036	244.350	244.970	245.300	241.824	244.313
2014	245.481	246.187	246.878	247.534	247.952	248.445	249.210	249.801	250.570	251.100	251.987	252.628	247.080	250.883
2015	253.037	253.719	254.108	254.727	255.322	255.846	255.905	256.449	257.830	258.363	258.805	259.097	254.460	257.742
2016	259.958	260.319	260.883	261.517	262.074	262.529	263.051	263.649	264.102	264.459	264.699	265.104	261.213	264.177
2017	266.079	266.626	267.055	267.652	268.128	268.225	268.649	269.522	270.353	270.658	271.152	271.811	267.294	270.358
2018	272.772	273.435	273.733	274.393	275.307	275.808	276.125	276.648	277.258	277.513	278.306	279.419	274.241	277.545
2019	280.380	281.373	281.887	282.798	283.394	284.316	284.891	285.507	286.246	286.791	287.255	288.078	282.358	286.461
2020	289.137	289.781	290.216	290.639	291.709	293.219	294.599	295.437	297.080	297.893	298.253	299.369	290.784	297.105
2021	300.382	300.540	300.897	301.819	303.481	305.634	308.023	309.336	310.996	313.592	315.481	317.372	302.126	312.467
2022	319.471	320.880	321.689	323.559	325.952	329.033	331.342	334.212	337.369	340.532	342.266	343.559	323.431	338.213
2023	345.677	347.869	349.944	351.237	352.892	354.245	354.862	356.083	357.488				350.311	

12-Month Percent Change

Series Id: CUUR0000SEFV

Not Seasonally Adjusted

Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Food away from home

Base Period: 1982-84=100

Download: ☒ xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	2.3	2.3	2.3	2.3	2.3	2.2	2.1	2.0	1.9	1.9	2.1	2.1	2.3	2.0
2014	2.0	2.2	2.3	2.2	2.2	2.2	2.4	2.5	2.7	2.8	2.9	3.0	2.2	2.7
2015	3.1	3.1	2.9	2.9	3.0	3.0	2.7	2.7	2.9	2.9	2.7	2.6	3.0	2.7
2016	2.7	2.6	2.7	2.7	2.6	2.6	2.8	2.8	2.4	2.4	2.3	2.3	2.7	2.5
2017	2.4	2.4	2.4	2.3	2.3	2.2	2.1	2.2	2.4	2.3	2.4	2.5	2.3	2.3
2018	2.5	2.6	2.5	2.5	2.7	2.8	2.8	2.6	2.6	2.5	2.6	2.8	2.6	2.7
2019	2.8	2.9	3.0	3.1	2.9	3.1	3.2	3.2	3.2	3.3	3.2	3.1	3.0	3.2
2020	3.1	3.0	3.0	2.8	2.9	3.1	3.4	3.5	3.8	3.9	3.8	3.9	3.0	3.7
2021	3.9	3.7	3.7	3.8	4.0	4.2	4.6	4.7	4.7	5.3	5.8	6.0	3.9	5.2
2022	6.4	6.8	6.9	7.2	7.4	7.7	7.6	8.0	8.5	8.6	8.5	8.3	7.1	8.2
2023	8.2	8.4	8.8	8.6	8.3	7.7	7.1	6.5	6.0				8.3	

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)

CONTRACT FOR INMATE FOOD SERVICE AT THE FAIRFIELD COUNTY JAIL

THIS Contract for Inmate Food Service at the Fairfield County Jail is made by and between the Board of Fairfield County Commissioners (the "Board") on behalf of the Fairfield County Sheriff's Office (the "FCSO"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Contractor"). The Board and FCSO are referred to herein jointly as the "Client" and the Client and Contractor are referred to herein jointly as the "Parties".

WITNESSETH:

WHEREAS, the Board on behalf of the FCSO has issued a Request for Proposal for Inmate Food Services at the Fairfield County Jail ("RFP") and Contractor submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS, The Board and FCSO have evaluated all proposals and selected the Contractor to provide the necessary services and desire to accept the Contractor's Proposal and avail itself of Contractor's services; and

WHEREAS, Contractor desires to perform such services for the Board and FCSO;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. FCSO'S GRANT TO CONTRACTOR

The Client grants to Contractor, as an independent contractor, the exclusive right to operate inmate food services (excluding vending) at the Fairfield County Jail, 345 Lincoln Avenue, Lancaster, OH 43130 (such location hereinafter referred to as the "Jail"), and the exclusive right to serve to inmates, staff, and other persons at such Jail food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the FCSO (such food service hereinafter referred to as "Services").

SECTION 2. CONTRACTOR'S RESPONSIBILITIES

2.1. Pursuant to the terms, conditions and requirements of the RFP and the Proposal, both of which are incorporated herein by this reference and made a part hereof as if repeated verbatim, and the provisions of this Agreement, Contractor will operate and manage its Services hereunder at the Jail and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. The Contractor shall perform all Services in accordance with the terms, conditions, and provisions set forth in this Contract, the Scope of Work stated in the RFP and pertinent provisions of the Ohio Revised Code, the Ohio Administrative Code, federal and/or local statutes, ordinances, rules, and regulations, including without limitation pertinent provisions of the Health Insurance and Accountability Act of 1996 ("HIPPA") and implementing regulations dealing with the

confidentiality of health or health related information. In the event of an inconsistency between the terms stated herein and the Scope of Work stated in the RFP, the terms stated in the Scope of Work shall control.

2.2 The FCSO may, in its sole and complete discretion not to be unreasonably or arbitrarily exercised, accept or reject any portion of the Services provided by Contractor. In the event that any portion of the Services is rejected by the FCSO, the Contractor shall proceed, upon the FCSO's request, with correcting any such rejected Services to the reasonable satisfaction of the FCSO. The review or acceptance by the FCSO of any Services performed by Contractor shall not relieve Contractor of its responsibility to perform such Services pursuant to the terms and conditions of this Contract. If the FCSO shall determine that the Contractor has failed to correct the rejected Services within a reasonable time, the Board may immediately terminate this Contract by delivering via first class U.S. mail, postage prepaid, or by hand or by email to the Contractor's email contact listed below, a written Notice of Early Termination to the Contractor setting forth the date of the intended early termination date of this Contract. In the event of such early termination, the Contractor shall be liable to the Board and the FCSO for any costs, expenses and/or damages incurred by the Board and the FCSO as a result of the Contractor's failure to properly perform its obligations under this Contract.

2.3. Contractor shall, prior to the start of providing its Services, provide a performance bond in the amount of 100% of its total bid based on an average daily inmate count of 325. The performance bond shall be maintained at all times during the term of this Agreement and any extensions thereof.

2.4. Contractor agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding FCSO's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business and borne solely by Contractor. Upon request by the Board or FCSO, the Contractor shall deliver to the FCSO current photocopies of all required and/or necessary licenses and permits. Contractor agrees to pay all Federal, state, and local taxes which may be assessed against Contractor's equipment or merchandise while in the Jail, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Jail. Except in circumstances in which the FCSO is exempt from sales tax, Contractor shall bill and FCSO shall pay for all applicable sales taxes.

2.5. Contractor shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the FCSO. All persons employed by Contractor will be the employees of Contractor, and not of the FCSO. Contractor shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby

indemnifies FCSO from any liability for such obligation. Contractor agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.6. All personnel provided by the Contractor in providing the Services shall be subject to the review and approval of the Fairfield County Sheriff or his designee. The Sheriff or his designee may at any time and for any reason require the removal and replacement of any employee of the Contractor. The Contractor shall immediately comply with any such request for the removal and replacement of such employee.

2.7. Contractor shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Contractor agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.8. Pursuant to Ohio Law, the books, records, documents, and accounting procedures and practices of Contractor relative to providing the Services under this Contract shall be subject to examination upon reasonable notice during normal business hours by either or both the Fairfield County Auditor's Office and the State of Ohio Auditor's Office. Complete and accurate records of the Services performed pursuant to this Contract shall be kept by the Contractor for a minimum of three (3) years following termination of this Contract. Such records retention period shall be automatically extended during the course of any administrative or judicial action involving Fairfield County regarding matters to which such records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the Board notifies the Contractor in writing that such administrative or judicial action has been terminated. The cost of such inspection, examination, and audit will be at the sole expense of the FCSO and such inspection, examination, and audit shall be conducted at the Contractor locations where said records are normally maintained.

2.9. Contractor agrees that Contractor's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct at the Jail that FCSO imposes upon FCSO's employees and agents.

2.10. In addition to its duties to indemnify the Board or the FCSO pursuant to the provisions of this Contract, Contractor shall promptly correct, repair and/or replace any items, work, and/or materials installed as part of the Services and damaged and/or destroyed as a result of the fault or negligence of the Contractor, its officers, employees, sub-contractors or others engaged by Contractor in the performance of the Services but not due to the acts or omissions of inmates. Such correction, repair and/or replacement shall be the sole responsibility of the Contractor and at the Contractor's sole expense. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the FCSO as defined in Section 3.

2.11. In connection with Services provided hereunder, Contractor shall purchase inventory, equipment, and services from various sellers and vendors selected by Contractor at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms

Contractor deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Contractor. FCSO does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of FCSO's Obligations.

SECTION 3. FCSO'S RESPONSIBILITIES

3.1. FCSO shall, without cost to Contractor, provide Contractor with the services and support as described in the RFP, including but not limited to, necessary space for the operation of its Services, and shall furnish, without cost to Contractor, all utilities and facilities reasonable and necessary for the efficient performance of Contractor's services hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2. FCSO shall, at its own cost and expense, provide all food equipment and floor space as mutually agreed is necessary for the efficient provision of Contractor's Services hereunder. The FCSO will maintain, repair, and replace said equipment and Jail facilities at its own expense. Notwithstanding the foregoing, if equipment provided by FCSO becomes inoperative, hazardous, or inefficient to operate Contractor shall notify FCSO which shall repair or replace as needed. FCSO shall permit Contractor to have the use of all such equipment and Jail facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by FCSO to Contractor are the sole property of the FCSO, and Contractor will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the FCSO.

3.3. FCSO will be responsible, at no cost to Contractor, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by FCSO staff or inmate workers and supervised by FCSO staff and shall be performed on a schedule determined by agreement between the FCSO and Contractor.

3.4. FCSO shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Contractor or any of its subsidiaries. This provision shall not apply to any person who was employed by the FCSO prior to being employed by Contractor.

3.5. FCSO shall pay all real estate taxes with respect to the Jail, and FCSO shall pay all personal property taxes and similar taxes with respect to FCSO's equipment located in the Jail.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. The Contractor shall indemnify and hold harmless the Board and the FCSO, their commissioners, the county sheriff, their officers, deputies, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) are caused by or result from the performance of the Services by the Contractor, anyone directly or indirectly employed by the Contractor, any sub-contractor of the Contractor, or anyone for whose acts the Contractor is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless or willful act, error or omission of the Contractor, anyone directly or indirectly employed by the Contractor, any sub-contractor of the Contractor, or anyone for whose acts the Contractor is legally liable. The terms and conditions of this paragraph shall survive the expiration or termination of this Contract for any reason.

5.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the Contractor on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Contract; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.3. Contractor Liability Insurance. The Contractor shall purchase and maintain the following liability and other insurance at the indicated limits and under the terms set forth below:

General Liability Insurance, containing the following limits and terms:

\$1,500,000.00 per occurrence

\$2,000,000.00 aggregate

Automobile Liability Insurance, containing a limit of \$500,000.00 per occurrence

Worker s Compensation and Employer s Liability Insurance, containing the Statutory Limits for the State of Ohio \$500,000.00/\$500,000.00/\$500,000.00 Employer s Liability Limit

The liability insurance shall name the Board and the FCSO as an additional insured and include a waiver of subrogation in favor of the Board and the FCSO and all related entities or subsidiaries, employees, agents and/or representatives

Each policy of insurance required to be purchased and maintained by the Contractor shall be purchased from an insurance carrier rated by A.M. Best as A-, VII or better; Each policy and respective certificate of insurance shall expressly provide that should Contractor s insurance lapse, be cancelled, non-renewed or materially altered, the Contractor shall provide the Board and the FCSO with no less than thirty days prior written notice of such cancellation, non-

renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such certificate of insurance.

Within fifteen days of the execution of this Contract by the Board, the Contractor shall without demand furnish the Board with a certified copy of any insurance certificate and/or additional insured endorsement required to be purchased or maintained by the Contractor under the terms of this Contract. Failure of the Contractor to comply with the terms and conditions of this paragraph shall constitute a material breach of this Contract and shall be cause for termination of this Contract by the Board.

The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of this Contract until the date of the termination of this Contract or the date of payment of the final invoice issued by Contractor, whichever is later. Failure of the Contractor to comply with the terms and conditions of this paragraph shall constitute a material breach of this Contract and shall be cause for termination of this Contract by the Board.

Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, as is customary for the Contractor's industry, which shall be the sole responsibility of the Contractor to pay in the event of any covered loss.

The Board, the FCSO, and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to the requirements set forth above or any other property insurance applicable to the performance of the Services, except such rights as they have to proceeds of such insurance held by the Board or the FCSO as fiduciaries. The Contractor agrees to obtain waivers in favor of the Board and/or the FCSO of such claims by all of its sub-contractors.

Notwithstanding any other provision of this Contract, and regardless of the amount of any insurance proceeds recovered by the parties under the insurance policies set forth above, the Contractor shall be liable to the Client for the full amount of any claims, damages, losses, liens, causes of action, suits, judgments and expenses (including reasonable attorney's fees and other reasonable costs of defense) of any nature, kind or description which are in excess of such insurance proceeds.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for one (1) year beginning on December 15, 2017 and shall terminate on December 14, 2018. The Parties may, by mutual agreement, extend the contract term on a year to year basis for additional one (1) year terms.

6.2. This Contract may be terminated prior to the end of the current contract term by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand or by email to the Contractor's email contact listed below, of a written Notice

of Early Termination to the Non-Terminating party at least ninety (90) days prior to the date of the intended early termination date of this Contract.

6.3 If the FCSO shall determine in its sole discretion that it is necessary to discontinue operations at the Jail the Board may immediately terminate this Contract by delivering through first class U.S. mail, postage prepaid, or by hand or by email to the Contractor's email contact listed below, a written Notice of Early Termination to the Contractor setting forth the date of the intended early termination date of this Contract. In addition to the rights to terminate stated herein, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, the Board shall have the right to terminate the contract without penalty by giving not less than ninety (90) days written notice documenting the lack of funding.

6.4 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said thirty (30) day period.

6.5. Upon the termination or expiration of this Agreement, Contractor shall, as soon thereafter as is feasible, vacate all parts of the Jail occupied by Contractor, and where applicable, remove its property and equipment and return the Jail to FCSO, together with all the equipment furnished by the FCSO pursuant to this Agreement, in the same condition as when originally made available to Contractor, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor shall be an independent contractor and shall retain control over its employees and agents. The employees of Contractor are not, nor shall they be deemed to be, employees of the Client and employees of the Client are not, nor shall they be deemed to be, employees of Contractor. Nothing contained in this Contract is intended to be or shall be construed to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the Contractor or its employees and the Board or the FCSO. Neither the Contractor nor its employees shall be considered an employee of the Board or the FCSO, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the Board or the FCSO, including, without limitation, participation in the Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability, and severance pay.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 9. ASSIGNMENT

Neither Contractor nor FCSO may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Contractor's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Contractor and Client. This Agreement supersedes all other agreements between the parties for the provision of Contractor's Services on the Jail. The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any of the terms, conditions or paragraphs thereof.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to FCSO:	Board of Fairfield County Commissioners 210 East Main Street, Room 301 Lancaster, OH 43130
-------------	--------------------------------------------------------------------------------------------------

With a copy to: Fairfield County Sheriff's Office
345 Lincoln Ave.
Lancaster, OH 43130

If to Contractor: Trinity Services Group, Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL 34677-3018
Email : Thomas.English@trinityservicesgroup.com

With copy to: Stephen A. Hould, Esq.
920 Third Street, Suite D
Neptune Beach, FL 32266
Email: lawhould@trinityservicesgroup.com

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by Ohio law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. DATA PRACTICES

In providing the Services, the Contractor, its agents, employees and subcontractors shall abide by the provisions of the Ohio Government Data Practices Act. Contractor shall comply

with such provisions as if it were a government entity. The Contractor further agrees to indemnify and hold the Board and the FCSO, their commissioners, elected officials, officers, department heads and employees harmless from any claims resulting from the Contractor s, its agents, employees and subcontractors unlawful disclosure or use of data protected under state and federal law.

SECTION 14. SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

The laws of the State of Ohio, without regard to its own choice of law provisions, shall govern to the exclusion of the laws of any other jurisdiction in the interpretation and application of the terms and conditions of this Contract as well as any other claim, suit or action between the parties whether such other claim, suit or action is based upon tort or otherwise. Any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to the Fairfield County, Ohio Court of Common Pleas.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101), Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable. Contractor agrees that during the performance of this Contract, the Contractor and any sub-Contractor shall not discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, creed, or national origin. Contractor and any sub-Contractor shall not discriminate based upon age, race, color, religion, sex, disability, creed or national origin in any undertaking related to employment including (but not limited to) such actions as hiring, 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.

SECTION 17. MISCELLANEOUS

Neither the Board nor the Fairfield County Sheriff, either individually or collectively, nor any Fairfield County official executing this Contract or any modification hereto shall be subject to any personal liability by reason of such execution. The Board and the Contractor each bind themselves, their successors, assigns, and legal representatives to the other party to this Contract.

No person or corporation other than the Contractor and the Board have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision or covenant herein be construed, so as to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Contract. If any term, condition or paragraph of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other term, condition or paragraph of this Contract, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable term, condition or paragraph were not contained herein. The parties acknowledge and recognize that each of them participated materially in the negotiation and drafting of this Contract and had access to legal counsel during its negotiation and drafting. The "Delinquent Personal Property Tax Affidavit" executed contemporaneously by Contractor with the execution of this Contract is incorporated herein by reference as if fully rewritten. By executing this Contract, Contractor acknowledges that it is in compliance with all federal, state, municipal and/or other local laws, ordinances, resolutions, rules and regulations that govern this Contract and its performance including, without limitation, Ohio Revised Code section 3517.13, divisions (I) and (J).

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of the date signed by all Parties.

Board of Fairfield County Commissioners

By: _____

Printed Name: _____

Title: _____

Date: _____

Trinity Services Group, Inc.

By: David M. Miller

Printed Name: David M. Miller

Title: COO

Date: 11-27-2017

Fairfield County Sheriff's Office

By: Dave Phalen

Printed Name: DAVE PHALEN

Title: SHERIFF

Date: 11-29-17

EXHIBIT A FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

FCSO shall pay Contractor the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Contractor's receipts are less than Contractor's costs and expenses for providing such meals, Contractor shall bear all losses. To the extent Contractor's receipts exceed its costs and expenses, Contractor shall be entitled to all profits therefrom.

In the event the term of this Agreement is extended, meal prices shall be adjusted annually, effective on the renewal date of the Contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Food Away From Home. In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the enacting regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise the Parties will adjust meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services' control, it is agreed that the Parties will adjust meal prices to reflect the impact of the change in circumstances. If the Parties are unable to agree regarding the adjusted meal price, either party may terminate this Agreement as provided in Section 6.

II. PAYMENT TERMS

On a weekly basis, the Contractor shall submit to the FCSO an invoice forth the total number of meal provided during the previous month; the appropriate per meal rates; and the total amount of compensation sought. The Board shall pay such invoice within 30 days of its approval by the FCSO.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Contractor, in its sole discretion, determines that FCSO's credit has become impaired, Contractor shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Contractor's satisfaction; or (b) terminate this Agreement without liability whatsoever to Contractor, by giving sixty (60) days prior written notice to FCSO.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Contractor will operate its Services at the same points of service and remain in

operation under the same operating standards as agreed at the time of execution of this Agreement. If FCSO desires Contractor to change the operation or scope of its Services, FCSO and Contractor shall mutually agree on the appropriate financial adjustments for the requested changes.

SCHEDULE 1

SCALE

Fairfield County Inmate Feeding Cost Summary

Inmate Meals

<u>Meal Count</u>	<u>Cost Per Meal</u>	<u>Meal Count</u>	<u>Cost per Meal</u>
160 – 164	\$1.838	275 – 279	\$1.329
165 – 169	\$1.801	280 – 284	\$1.316
170 – 174	\$1.769	285 – 289	\$1.304
175 – 179	\$1.736	290 – 294	\$1.292
180 – 184	\$1.706	295 – 299	\$1.280
185 – 189	\$1.675	300 – 304	\$1.268
190 – 194	\$1.648	305 – 309	\$1.260
195 – 199	\$1.621	310 – 314	\$1.249
200 – 204	\$1.597	315 – 319	\$1.240
205 – 209	\$1.572	320 – 324	\$1.231
210 – 214	\$1.550	325 – 329	\$1.222
215 – 219	\$1.529	330 – 334	\$1.214
220 – 224	\$1.508	335 – 339	\$1.205
225 – 229	\$1.488	340 – 344	\$1.198
230 – 234	\$1.469	345 – 349	\$1.190
235 – 239	\$1.451	350 – 354	\$1.183
240 – 244	\$1.434	355 – 359	\$1.175
245 – 249	\$1.417	360 – 364	\$1.168
250 – 254	\$1.401	365 – 369	\$1.161
255 – 259	\$1.385	370 – 374	\$1.155
260 – 264	\$1.370	375 – 379	\$1.148
265 – 269	\$1.356	380 – 384	\$1.141
270 – 274	\$1.342		

The weekly price point is determined by dividing the total number of meals served during the weekly billing cycle by 21.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2024

Page: 1 of 1

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 000

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**Purchase Order # **24001845 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

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TRINITY SERVICES GROUP, INC.
62836 COLLECTION CENTER DR
CHICAGO, IL 60693-0628

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
813-475-7295				1972	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/04/2024	13684	01/04/2024			SHERIFF-ADMIN
NOTES					

PO Requisitioner Name : Mendi Kay Rarey

E mail Address : mendi.rarey@fairfieldcountyohio.gov

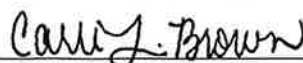
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BLANKET - INMATE MEALS GL Account: 23100101 - 530000	1.0	EACH	\$30,000.00	\$30,000.00
GL SUMMARY					
23100101 - 530000		\$30,000.00			

Invoice Date ____/____/____ Invoice Amount \$____ To Be paid ____/____/____ Warrant # ____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$30,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/04/2024



Auditor Fairfield County, OH

Purchase Order Total

\$30,000.00

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.,

(Fairfield County Sheriff)

Approved as to form on 1/26/2024 10:39:17 AM by Amy Brown-Thompson,

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

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

Resolution No. 2024-01.30.o

A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.,

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of accepting two donated vehicles from the City of Canal Winchester

WHEREAS, Fairfield County Sheriff's Office is requesting the Board of Commissioners approval of accepting the donation of a 2016 Dodge Charger (Vin #2C3CDXAG5GH251841) and a 2017 Dodge Charger (Vin #2C3CDXAG7HH607482) from the City of Canal Winchester

WHEREAS, the purpose of this donation is to use the vehicles as Community Watch vehicles; and

WHEREAS, all title paperwork will be given to Christina Foster to process.

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 donation of two vehicles from the City of Canal Winchester.

Prepared by: Elisa Dowdy
cc: TJ Strawn / Sheriff's Office

Resolution No. 2024-01.30.p

A resolution authorizing the approval of accepting two donated vehicles from the City of Canal Winchester

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of an advance from the General Fund to Fund 2503, Police Revolving.

WHEREAS, an advance of allocations is necessary in the amount of \$37,000.00 for the purpose of eliminating a negative cash balance; and

WHEREAS, said advance shall be repaid to the General Fund when monies are received.

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

Section 1. Request that the Fairfield County Auditor make the following advance:

FROM 1001 090000 General Fund Advance <\$37,000.00>

TO 2503 223001 Police Revolving \$37,000.00

Section 2. Request that the advance be paid back to the General Fund, no later than March 31, 2024.

Prepared by: Elisa Dowdy
cc: Sheriff's Office

Signature Page

Resolution No. 2024-01.30.q

A resolution authorizing the approval of an advance from the General Fund to Fund 2503, Police Revolving

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a reimbursement for share of costs as a memo expenditure for fund# 5044, 5046, 5842 & 5841 – Utilities

WHEREAS, the Board of Commissioners contracts with MORPC to prepare a share of costs allocation plan for all departments; and

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

WHEREAS, the Water and Sewer Funds need to reimburse the General Fund by using account codes 12504429 530000, 12504623 530000, 12584229 530000, and 12584123 530000; and

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

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

00100110 434114 CAP – Maximus Utilities - \$169,023.00

This amount represents monies owed to the General Fund for the Utilities Department share of costs originally paid by the Board of Commissioners as denoted in the attached documentation.

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

A resolution to approve a reimbursement for share of costs as a memo expenditure for fund# 5044, 5046, 5842 & 5841 – Utilities

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 12504429 530000 Sewer contract services
Amount: \$ 71,950

Account: 12504623 530000 Water contract services
Amount \$ 69,950

Account: 12584229 530000 Greenfield Sewer contract services
Amount \$ 14,838

Account: 12584123 530000 Greenfield Water contract services
Amount: \$ 12,285

Prepared by: Curtis W. Witham
cc: Staci Knisley, Commissioners' Office

2022 Allocation costs for 2024 Billing purposes per Maximus report

2024 Costs

Sewer \$78,134.00

Water \$76,134.00

\$154,268.00

Greenfield Sewer \$21,022.00

Greenfield Water \$18,469.00

\$39,491.00

Tussing Government Service Building - Credit of \$24,736

per Anthony Iachini (Ec Devpt Rick Szabrak) research 01.18.24 - \$16 sq ft for business sectors near the Pickerington Area

3092 square feet

\$16 dollar per sq ft

\$49,472 estimated yearly rent

Fairfield County Utilities

2022 Allocation Costs for 2024

minus building credit of 50%

\$169,023.00 due to Fairfield Co Board of Commissioners

Signature Page

Resolution No. 2024-01.30.r

A resolution to approve a reimbursement for share of costs as a memo expenditure for fund# 5044, 5046, 5842 & 5841 – Utilities

(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 February 1, 2024; and

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

02/01/2024 to 02/01/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1010	AUD-FINANCE								
	Fund: 1001 - GENERAL FUND								
5393230	02/01/2024	1370	TYLER TECHNOLOGIES INC	045-451618	01/01/2024	24002355	C0130	ERP MAINTENANCE & SUPPORT 2024	222,736.82
TOTAL: AUD-FINANCE									222,736.82

INVOICES BY DEPARTMENT

02/01/2024 to 02/01/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200			COMMISSIONERS ADMIN						
			Fund: 1001 - GENERAL FUND						
1583135	02/01/2024	80132	AUNDREA N CORDLE	1/2024	01/01/2024	24000058	C0130	CELL PHONE STIPEND1/2024	60.00
1583136	02/01/2024	82133	JEFF PORTER	1/2024	01/01/2024	24000065	C0130	MONHTLY CELL PHONE STIPEND 1/2024	60.00
5393231	02/01/2024	7689	NATIONAL PUBLIC EMPLOYER LABOR	7362	01/01/2024	24000025	C0130	OHIO ACTIVE MEMBERSHIP 2024 PORTER	215.00
5393231	02/01/2024	7689	NATIONAL PUBLIC EMPLOYER LABOR	9512	01/16/2024	24000025	C0130	2024 ANNUAL TRAINING PORTER	399.00
5393232	02/01/2024	77570	LANCASTER CITY AUDITOR	10/1-12/31/23	10/01/2023	23000742	C0130	muni court clerk payroll reimbursement 10/1-12/31	24,212.75
5393232	02/01/2024	77570	LANCASTER CITY AUDITOR	10/1-12/31/2023	10/01/2023	23000743	C0130	muni court payroll reimbursement10/1-12/31/23	50,289.70
5393232	02/01/2024	77570	LANCASTER CITY AUDITOR	10/1/23-12/31/23	10/01/2023	24000529	C0130	MUNI COURT CLERK PAYROLL REIMBURSEMENT10/1-12/3 1	1,959.66
			Fund: 2736 - FY09 CFLP GRANT FUND						
1583134	02/01/2024	1802	COMMUNITY ACTION	9991	01/22/2024	24002176	C0130	2024 RECYCLING SERVICES & EDUCATION PROGRAM	941,521.05
TOTAL: COMMISSIONERS ADMIN									1,018,717.16

INVOICES BY DEPARTMENT

02/01/2024 to 02/01/2024

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1700	JUVENILE COURT ADMIN								
	Fund: 1001 - GENERAL FUND								
5393229	02/01/2024	1370	TYLER TECHNOLOGIES INC	020-148739..	01/01/2024	24000917	C0130	JUV CT TYLER INV# 020-148739	175,000.00
TOTAL: JUVENILE COURT ADMIN									175,000.00

INVOICES BY DEPARTMENT

02/01/2024 to 02/01/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: \$1,416,453.98

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2024-01.30.s

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



Trillions Spent on 'Climate Change' Based on Faulty Temperature Data, Climate Experts Say

Meteorologist finds 96 percent of NOAA temperature stations located in 'urban heat islands,' including next to exhaust fans and on 'blistering-hot rooftops.'

👉 4991

💬 968

After the agreement, global spending on climate-related projects increased exponentially.

In 2021 and 2022, the world's taxpayers spent, on average, \$1.3 trillion on such projects each year, according to the nonprofit advisory group Climate Policy Initiative.

More Articles



Climate Scientists Say We Should Embrace Higher CO2 Levels



INFOGRAPHIC: Climate Scientists' Credibility Hurt

That's more than double the spending rate in 2019 and 2020, which came in at \$653 billion per year, and it's significantly up from the \$364 billion per year in 2011 and 2012, the report found.

Despite the money pouring in, the National Oceanic and Atmospheric Administration (NOAA) reported that 2023 was the hottest year on record.

NOAA's climate monitoring stations found that the Earth's average land and ocean surface temperature in 2023 was 1.35 degrees Celsius above the pre-industrial average.

"Not only was 2023 the warmest year in NOAA's 174-year climate record—it was the warmest by far," said Sarah Kapnick, NOAA's chief scientist.

"A warming planet means we need to be prepared for the impacts of climate change that are happening here and now, like extreme weather events that become both more frequent and severe."

But a growing chorus of climate scientists are saying the temperature readings are faulty and that the trillions of dollars pouring in are based on a problem that doesn't exist.

More than 90 percent of NOAA's temperature monitoring stations have a heat bias, according to Anthony Watts, a meteorologist, senior fellow for environment and climate at The Heartland Institute, author of climate [website](#) Watts Up With That, and director of a [study](#) that examined NOAA's climate stations.

"And with that large of a number, over 90 percent, the methods that NOAA employs to try to reduce this don't work because the bias is so overwhelming," Mr. Watts told The Epoch Times.

"The few stations that are left that are not biased because they are, for example, outside of town in a field and are an agricultural research station that's been around for 100 years ... their data gets completely swamped by the much larger set of biased data. There's no way you can adjust that out."



A meteorologist monitors weather in NOAA's center for weather and climate prediction in Riverdale, Md., on July 2, 2013. (Mark Wilson/Getty Images)

Meteorologist Roy Spencer agreed.

“The surface thermometer data still have spurious warming effects due to the urban heat island, which increases over time,” Mr. Spencer said.

He is the principal research scientist at the University of Alabama, the U.S. Science Team leader for the Advanced Microwave Scanning Radiometer on NASA's Aqua satellite, and the recipient of NASA's Exceptional Scientific Achievement Medal for his work with satellite-based temperature monitoring.

Mr. Spencer also said computerized climate models used to drive changes in energy policy are even more faulty.

Lt. Col. John Shewchuk, a certified consulting meteorologist, said the problems with temperature readings go beyond heat bias. The retired lieutenant colonel was an advanced weather officer in the Air Force.

“After seeing many reports about NOAA’s adjustments to the [USHCN](#) [U.S. Historical Climatology Network] temperature data, I decided to download and analyze the data myself,” Lt. Col. Shewchuk told The Epoch Times.

“I was able to confirm what others have found. It is obvious that, overall, the past temperatures were cooled while the present temperatures were warmed.”

He contends that NOAA and NASA have adjusted historical temperature data in such a way as to make the past appear colder and, by so doing, make the current warming trend more pronounced.

Faulty Temperature Readings

The urban heat island effect causes higher temperatures in areas where there are more buildings, roads, and other forms of infrastructure that absorb and then radiate the sun’s heat, according to the Environmental Protection Agency.



We found stations located next to the exhaust fans of air conditioning units, surrounded by asphalt parking lots and roads, on blistering-hot rooftops.

Anthony Watts, senior fellow, Heartland Institute

The agency estimates that “daytime temperatures in urban areas are 1–7 degrees Fahrenheit higher than temperatures in outlying areas, and nighttime temperatures are about 2–5 degrees Fahrenheit higher.”

Consequently, NOAA requires all its climate observation stations to be located at least 100 feet away from elements such as concrete, asphalt, and buildings.



Students of the University of Illinois carry a weather station during a NOAA education day on tornadoes, in Memphis on Feb. 8, 2023. (Seth Herald/AFP via Getty Images)

However, in March 2009, Mr. Watts released a report that shows that 89 percent of NOAA’s stations had heat bias issues due to being located within 100 feet of those elements, and many were located by airport runways.

“We found stations located next to the exhaust fans of air conditioning units, surrounded by asphalt parking lots and roads, on blistering-hot

rooftops, and near sidewalks and buildings that absorb and radiate heat,” Mr. Watts said.

“We found 68 stations located at wastewater treatment plants, where the process of waste digestion causes temperatures to be higher than in surrounding areas.”

The report concluded that the U.S. temperature record was unreliable, and because it was considered “the best in the world,” global temperature databases were also “compromised and unreliable.”

Mr. Watts said the few thermometers located at climate stations not experiencing a heat bias show half the rate of warming currently being reported.

Following the report, the U.S. Office of Inspector General (OIG) and the Government Accountability Office confirmed Mr. Watt’s findings and stated that NOAA was taking steps to address the issues.

“NOAA acknowledges that there are problems with the USHCN data due to biases introduced by such means as undocumented site relocation, poor siting, or instrument changes,” the OIG report reads.

“All of the experts thought that an improved, modernized climate reporting system is necessary to eliminate the need for data adjustments.”

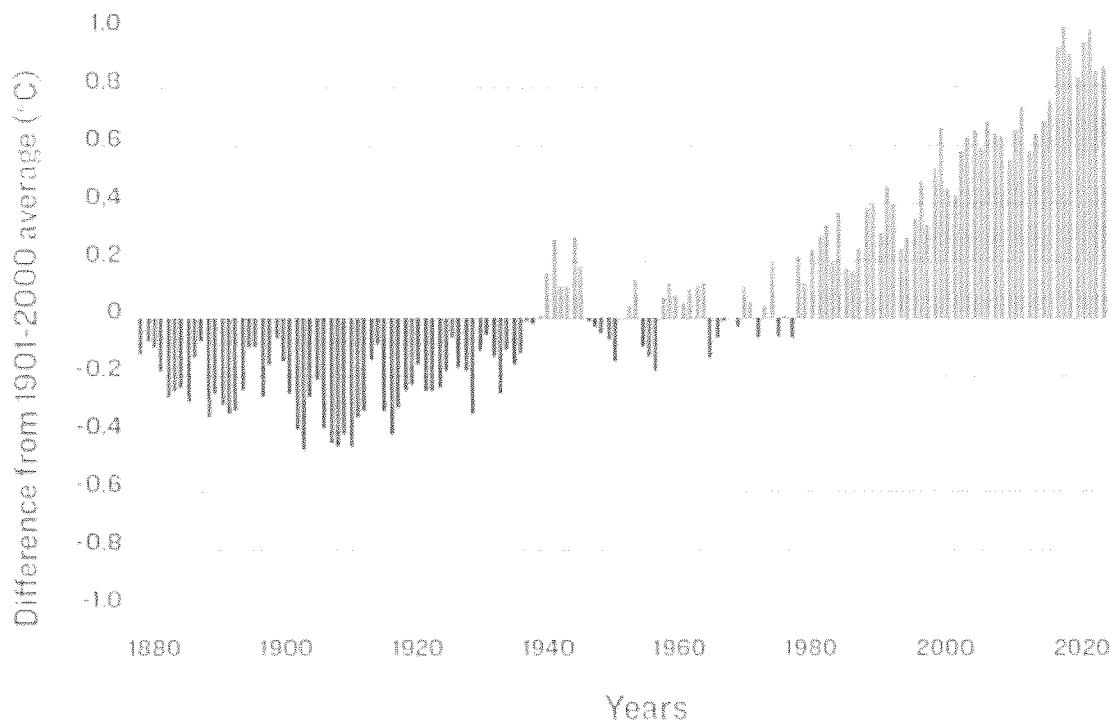
Despite the assurances, Mr. Watts had doubts about NOAA addressing the issues and in April 2022 and May 2022, he and his team revisited many of the same temperature stations they had observed in 2009.

He published his findings in a new study on July 27, 2022. It found that even more, approximately 96 percent, of NOAA's temperature stations still failed to meet its own standards.

“There are two main biases in the surface temperature network for the United States, and most likely the world, that I have identified,” Mr. Watts said.

“The biggest bias is the urban heat island effect. What happens is that because heat is retained by the surfaces and released into the air at night, the night's low temperature is not as low as it could be if the thermometer were outside of town and in a field.”

GLOBAL AVERAGE SURFACE TEMPERATURE



Yearly surface temperature compared to the 20th century average from 1880-2022. Blue bars indicate cooler-than-average years; red bars show warmer-than-average years. NOAA Climate.gov graph, based on data from the National Centers for Environmental Information.

Source: NOAA

Global average surface temperatures have been variable, but show an increasing trend in recent decades. (Illustration by The Epoch Times)

Over the years, he said, more and more infrastructure has been built up around the thermometer locations, and at night, the asphalt and concrete release the absorbed heat and push up the temperature.

“You can look at any set of climate data, no matter who produces it, and you can see this effect. The low temperatures are trending upward much faster, and the high temperatures are virtually unchanged. But it’s the average temperature that’s being used to track climate change,” Mr. Watts said.

He said that even though both NOAA and NASA claim that they can adjust their data to account for the urban heat island effect, the bias is impossible to overcome because the problem impacts 96 percent of surface stations.

He said the few thermometers located at climate stations not experiencing a heat bias show half the rate of warming currently being reported.

Transient Temperature

The second primary bias that Mr. Watts identified is the transient temperature readings, which are short-term temperature changes that can give a false reading.

NOAA started switching out their mercury thermometers in the mid-to-late 1980s, according to Mr. Watts.



A billboard displays a temperature of 118 degrees Fahrenheit during a record heat wave in Phoenix on July 18, 2023. (Patrick T. Fallon/AFP via Getty Images)

The majority of its network now consists of electronic thermometers that can measure temperature within seconds.

“But they’re only recording the high and the low temperature of the day, and these can be biased by simple effects of wind,” he said.

“For example, you can have one of these temperature sensors placed near a parking lot, which happens to be to the east of the thermometer. And the wind has been predominantly from the south all through the day. But then, all of a sudden, you get a wind shift, and the wind shift could be caused by a number of different things. It could be caused by a change in the weather patterns. It could be caused by something blocking the wind from the south, like a semi-truck pulling up nearby.

“So you get wind shifting out of the east suddenly, coming across the parking lot, and picking up that radiant heat. And the thermometer will respond to that in the space of a second or two. And it will report a high temperature from that wind gust that does not necessarily represent the weather that day. It’s an anomaly. And the same thing can happen at night.”

Mr. Watts said transient temperature is such a well-known problem that the Met Office in the UK and the Australian Bureau of Meteorology have abandoned their high-tech network and are retooling to get more accurate readings.

This is not a rigorously scientifically controlled network at the operational level.

Anthony Watts, senior fellow, Heartland Institute

“These are the problems that NOAA has not really fully addressed,” he said. “The folks who do the climate data never leave the office, and they don’t administer these stations. They [the stations] are left to the National Weather Service field offices—and the National Weather Service field offices are understaffed.

“Some stations, like out here in the West, are hundreds of miles away or more from the National Weather Service office, so they can’t get out there and do maintenance regularly. And when the National Weather Service went to modernization in the early 1990s, they closed many Weather Service offices around the country.

“And so, the maintenance on these thermometers—and a lot of these monitors are run by the public, a lot are volunteers—has fallen off. I’ve had volunteers, when I go visit, ask me if I can get the Weather Service

to come out and fix something. But they can't, because the problem is, they don't have the budget.

“The bottom line is that the Cooperative Observer Network, the [COOP](#) network—it's literally a ragtag bunch of volunteers combined with some public agencies, such as police stations, fire stations, forest service, and so on.

“This is not a rigorously scientifically controlled network at the operational level.”



Heat waves cause distortion on the horizon as a pedestrian walks along South Las Vegas Blvd in Las Vegas on July 30, 2023. (Patrick T. Fallon/AFP via Getty Images)

NOAA itself [stated](#) on its website that its temperature readings aren't precise and that the agency adds a margin of error to its temperatures.

Neither NOAA nor NASA responded by press time to The Epoch Times' request for comment regarding transient temperature anomalies or

Mr. Watts's claim that adjusting for a heat bias is impossible.

Adjusting Temperature Readings

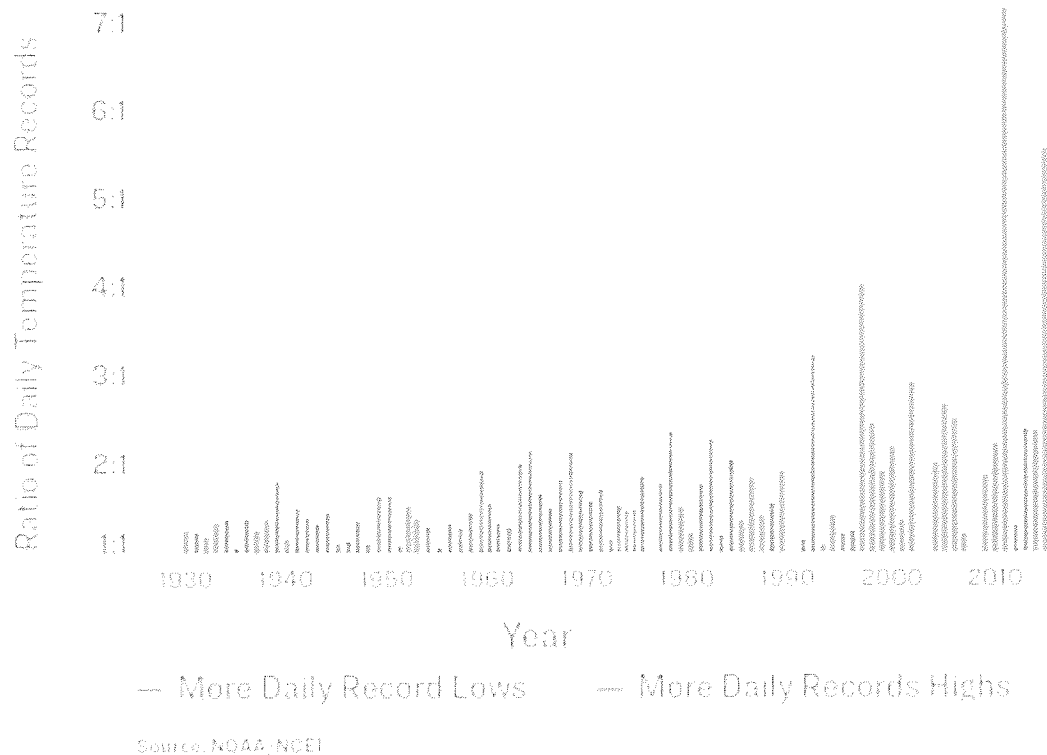
NOAA has also been adjusting historical temperature data.

“Normally, when correcting data errors, you would expect a more random result in the data adjustments—both up and down—but the results instead show a systematic process of cooling the past and warming the present,” Lt. Col. Shewchuk said.

An example is Iceland's Reykjavik station.

The February 1936 record for the Reykjavik [station](#) showed a mean temperature of minus 0.2 degrees Celsius for the month and an annual mean temperature of 5.78 degrees Celsius, according to the Goddard Institute for Space Studies Surface Temperature Analysis (GISTEMP). The original GISTEMP monthly data was known as v2, or version 2.

RECORD WARM DAILY TEMPERATURE ARE OCCURRING MORE OFTEN



EPA data shows an increasing ratio of daily record high-to-low temperatures in order to indicate rising global temperatures (Illustration by The Epoch Times).

In 2019, NOAA released an updated version of its software, GISTEMP v4.

It shows Reykjavik [station's](#) mean temperature for February 1936 as minus 1.02 degrees Celsius, and the annual mean temperature as 5.01 degrees Celsius. That's a downward adjustment of 0.82 degrees Celsius for the month and 0.77 degrees Celsius for the year after the software update.

When comparing the GISTEMP [v2](#) monthly data against the [v4](#) monthly data, an overall cooling of the past is observed.



People cool off at a swimming pool during a heatwave near the town of Shtime, Kosovo, on July 22, 2023. (Armend Nimani/AFP via Getty Images)

“Incredibly, the range of data adjustments exceeds 2 degrees Fahrenheit, which is significant with respect to current temperature trends,” Lt. Col. Shewchuk said.

“NOAA also employs a very unusual follow-on data adjustment process, where they periodically go back and re-adjust the previously adjusted data. This makes it difficult to find ground truth, which seems more like shifting sands.”

In response to The Epoch Times’ request for comment about the adjustments to historical data, NOAA’s public affairs officer, John Bateman, said he reached out to one of NOAA’s National Centers for Environmental Information (NCEI) climate experts, who responded: “NCEI applies corrections to account for historical changes in station location, temperature instrumentation, observing practice, and, to a

lesser extent, siting conditions. Our approaches are documented in the peer-reviewed literature. At the national scale, the corrected data are in good agreement with the U.S. Climate Reference Network (USCRN), which has pristine siting conditions.”

NASA didn’t respond to The Epoch Times’ request for comment about adjustments to historical data.

Satellite Readings

To get a more accurate reading of the Earth’s fluctuating surface temperatures, Mr. Spencer and climatologist John Christy developed a global temperature data set from microwave data observed from satellites.

Mr. Christy is a professor of atmospheric science at the University of Alabama in Huntsville and director of the Earth System Science Center, who, along with Mr. Spencer, received NASA’s Exceptional Scientific Achievement Medal for his work with satellite-based temperature monitoring.

They started their project in 1989 and analyzed data going back to 1979.

According to satellite [data](#), since 1979, the Earth’s temperature has been increasing at a steady rate of 0.14 degrees Celsius every 10 years.

And while 2023 was the hottest year on record due to linear warming trends, they say it’s not a cause for public panic.

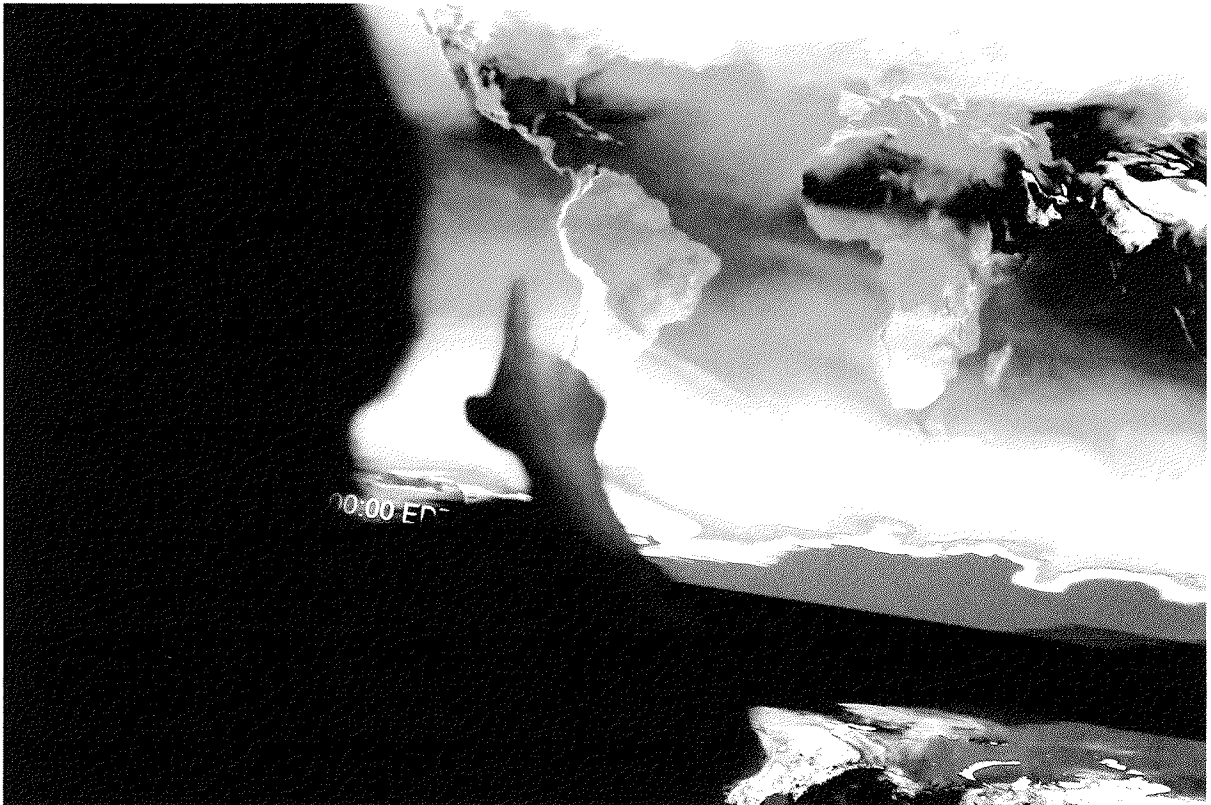
“Yes, it appears 2023 was the warmest in the last 100 years or so. But numbers matter. The magnitude isn’t large enough for anyone to feel,” Mr. Spencer said.

“Besides, a single year is weather, not climate. What matters is the long-term trend, say many decades.”

He said the 2023 data, added to the 45 years of data since 1979, doesn’t alter the overall trend of 0.14 degrees Celsius increase every 10 years

“I believe both satellites and thermometers show a warming trend, especially since the 1970s,” Mr. Spencer said.

“But the strength of that trend is considerably less than what climate models predict, and it is those models which are used to argue for changes in energy policy and CO2 emissions reduction.”



An employee gestures toward a global map showing information coming in from NASA satellites at an exhibit at NASA headquarters in Washington on June 21, 2023. (Stefani Reynolds/AFP via Getty Images)

Lt. Col. Shewchuk agreed that satellite-based temperature data is more precise, and it shows a much smaller warming trend than NOAA’s surface-based warming trend.

“The satellite data are a better measure of global temperature change because [they] do not suffer from conventional surface temperature station location problems or the numerous forms of NOAA data editing activities,” he said.

Satellite readings are also “routinely calibrated to radiosonde (weather balloon) data, which are the gold standard for atmospheric data.”

Global warming offers no justification for carbon-based regulation.

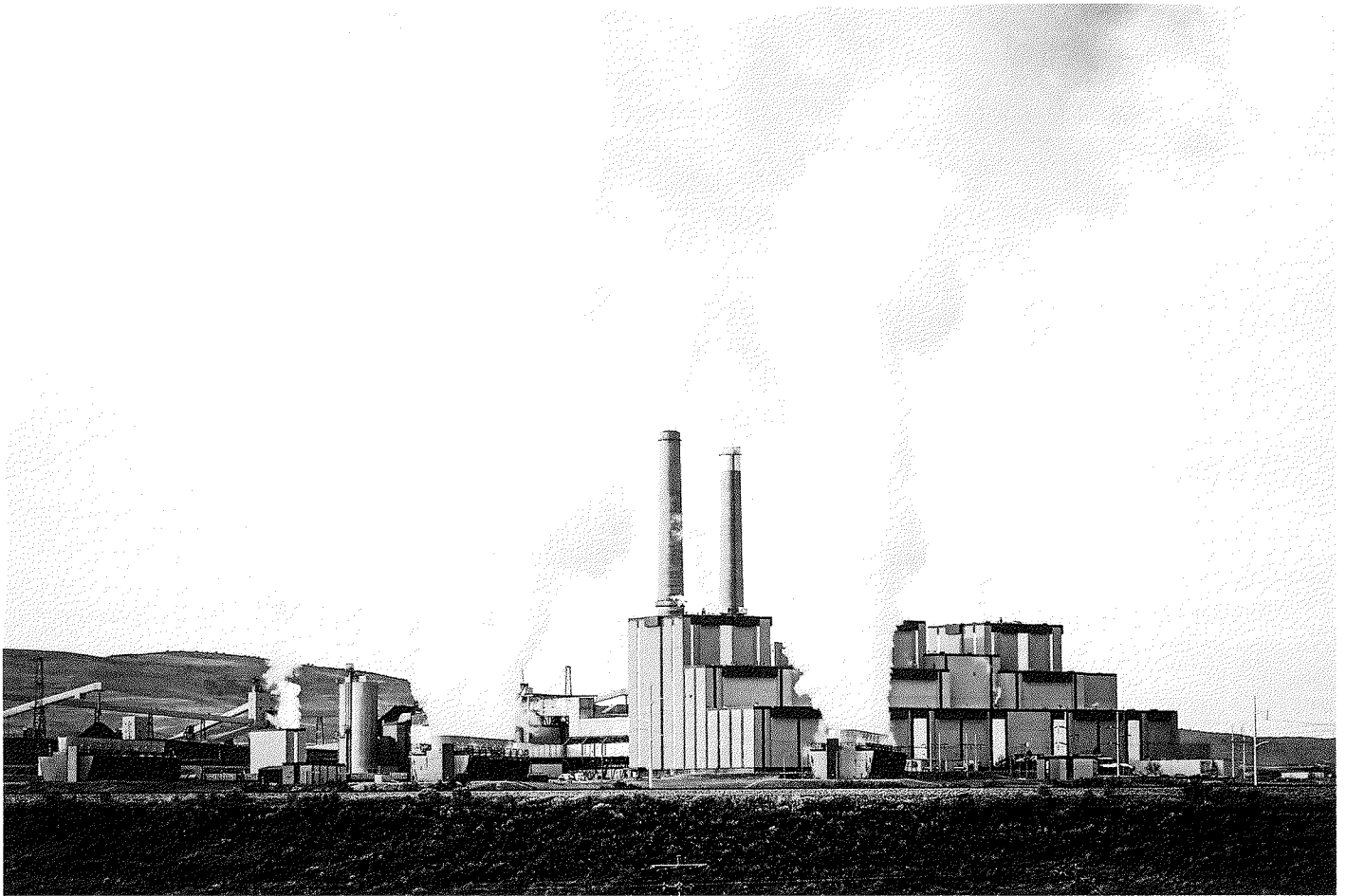
Roy Spencer, principal research scientist, University of Alabama

Mr. Spencer published a [report](#) on Jan. 24 that addresses inaccuracies in climate modeling.

“Warming of the global climate system over the past half-century has averaged 43 percent less than that produced by computerized climate models used to promote changes in energy policy,” the report reads.

“Contrary to media reports and environmental organizations’ press releases, global warming offers no justification for carbon-based regulation.”

Mr. Spencer said the public has been led to believe that modeling is “fairly accurate,” but a number of additional variables have been added to the modeling that result in higher temperature estimates.



Steam billows from a coal-fired power plant in Craig, Colo., on Nov. 18, 2021. (Rick Bowmer/File/AP Photo)

“Current claims of a climate crisis are invariably the result of reliance on the models producing the most warming, not on actual observations of the climate system which reveal unremarkable changes over the past century or more,” he wrote.

NASA Props Up Ground Readings

NASA claims on its [website](#) that ground thermometers are more accurate than satellite measurements.

“While satellites provide valuable information about Earth’s temperature, ground thermometers are considered more reliable because they directly measure the temperature where people reside,” NASA stated.

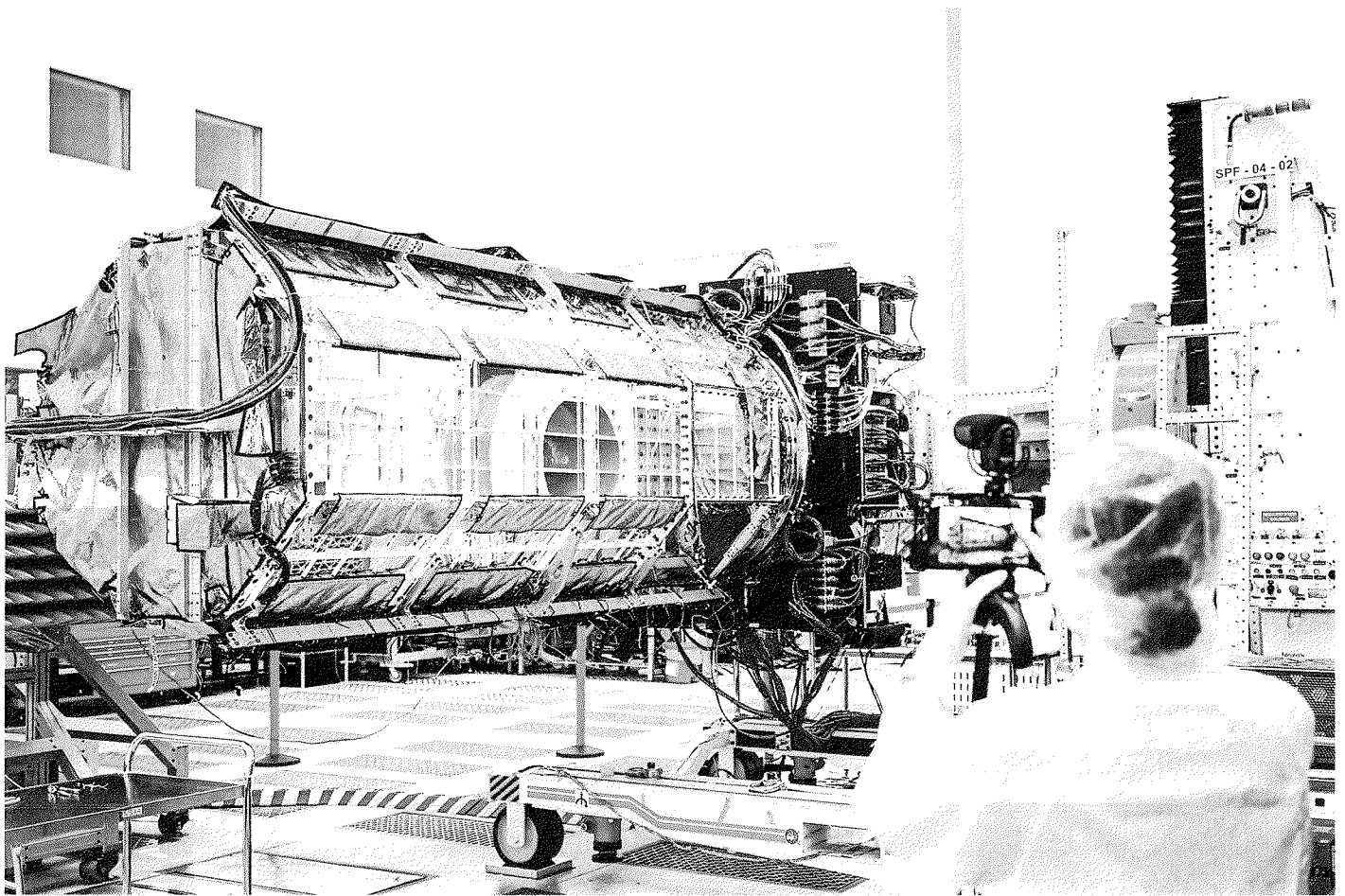
“Satellite data require complex processing and modeling to convert brightness measurements into temperature readings, making ground thermometers a more direct and accurate source of temperature information for us.”

Mr. Spencer quickly pointed out the flaws in NASA’s claim.

“Surface thermometers only cover a tiny fraction of the Earth, whereas the satellites provide nearly complete global coverage,” he said.

“NASA’s complaint that the 16 separate satellites must be pieced together ‘like a jigsaw puzzle’ is ironic since the surface temperature record is pieced together from hundreds (if not thousands) of stations, with almost none of them, anywhere, providing a continuous, uninterrupted record unaffected by increasing urban heat island effects.

“Finally, the complaint is that satellites only measure the deep atmosphere, not the surface where people live. ... Well, if that is so, why are deep ocean temperatures touted as being so valuable for climate research? All of these measurements are important in their own right, and each system has its strengths and weaknesses. Our satellite dataset is widely used by climate researchers around the world.”



A videographer films the NISAR satellite, a joint Earth-observing mission between NASA and the Indian Space Research Organization, inside NASA's Jet Propulsion Laboratory in Pasadena, Calif., on Feb. 3, 2023. (Patrick T. Fallon/AFP via Getty Images)

As to NASA's critique that satellites don't directly measure temperature but instead the brightness of Earth's atmosphere, making them inaccurate, Mr. Spencer said: "Strictly speaking, that is true. But surface thermometers are electronic, so (technically) they measure electrical resistance.

"The satellites are calibrated with the highest quality, laboratory-standard platinum resistance thermometers. If NASA is going to fault remotely-sensed satellite data, they might as well shut down their myriad Earth satellite programs, which have the same (supposed) 'defect.'"

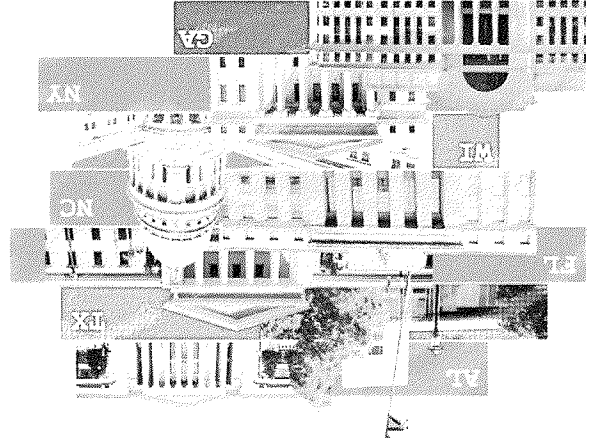
Lt. Col. Shewchuk called NASA's claim that satellite data is inferior to surface temperature readings "nonsense."

“This means that climate finance must increase by at least five-fold annually, as quickly as possible, to avoid the worst impacts of climate change.”

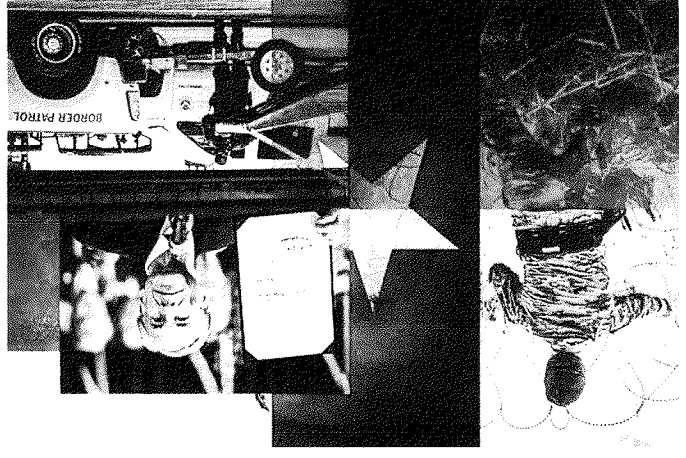
The organization lists its funders on its website, including the Rockefeller Foundation, WWF, and Bloomberg Philanthropies. Its partners include BlackRock, two U.N. climate groups, several large global banks, and government groups such as the Global Covenant of Mayors for Climate and Energy.

Editor’s Note: This article has been updated to include a comment from NOAA.

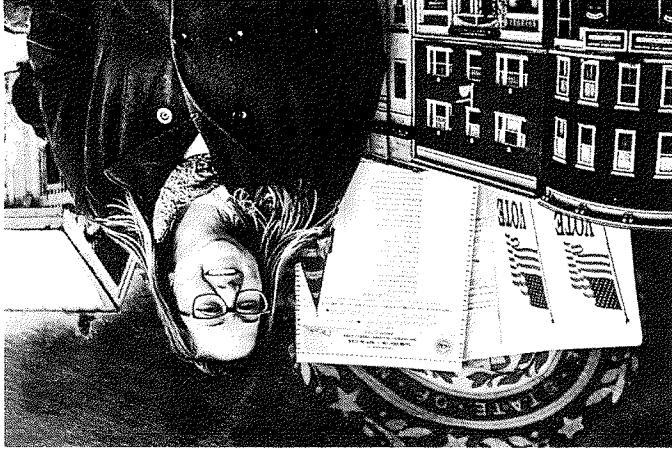
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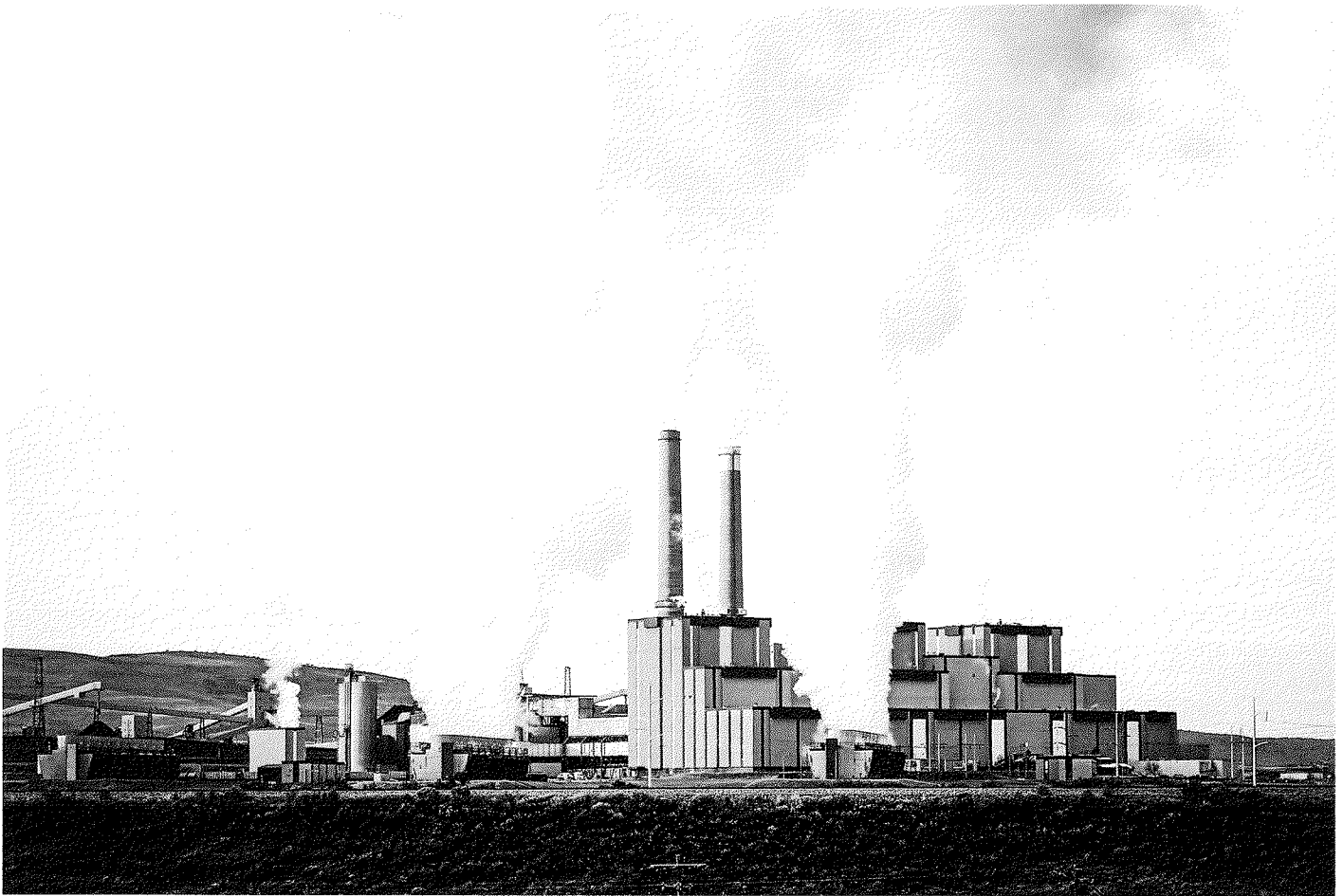
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Steam billows from a coal-fired power plant in Craig, Colo., on Nov. 18, 2021. (Rick Bowmer/File/AP Photo)

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