

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, and Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, Amy Brown-Thompson, Steven Darnell, Staci Knisley, Corey Clark, Josh Crawford, Dan Neeley, Jon Kochis, Tony Vogel, Marty Norris, Nikki Drake, Jonathan Ferbrache, Tommy Springer, and Jade Heizer.

Attending virtually: Ashley Arter, Beth Cottrell, Branden Meyer, Britney Lee, Chad Lucht, James Bahnsen, Jeff Barron, Jeremiah Upp, Jessica Murphy, Josh Troyer, Lori Hawk, Lynette Barnhart, Park, Dumitru Sabaiduc, Shelby Hunt, Stacy Hicks, Tony Howard, Jason Grubb, Brian Wolfe, Audrey, Josh Horacek, and CD Collins.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance.

Listen & Learn

Fairfield County Soil & Water District Manager and Engineering Technician, Nikki Drake, introduced Soil & Water Education/Wildlife Specialist, Tommy Springer, and Division of Wildlife Officer, Jade Heizer.

Mr. Springer spoke about funding for a Wildlife Specialist and Ms. Heizer's entry into her current position with the Division of Wildlife.

Ms. Heizer stated she started in 2020 and spoke about Deer Damage Permits, the relationship between Soil & Water and the Division of Wildlife, and her predecessor who was in the position for fourteen years.

Commissioner Davis inquired as to the purpose of a Deer Damage Permit.

Ms. Heizer stated that a Deer Damage Permit can be obtained outside of hunting season to destroy deer when they are damaging fields and other property.

Commissioner Fix asked about the area her position covers and what a typical workday could entail.

Ms. Heizer stated that her focus is Fairfield County and that she facilitates many programs such as "Women in the Outdoors", and is involved with outdoor education, hunters, fishers, and trackers. She added she also assists with permits to allow harvesting of animals and for keeping wildlife as pets, and she also enforces control of litter and pollution.

Commissioner Levacy asked about population control of Canadian geese and stated there are two types, migrating and non-migrating. He asked if there has been a noted decline in non-migrating Canadian geese.

Ms. Heizer replied that there is a resource guide on the Department of Wildlife's website that gives pointers to keep the geese laying their eggs in certain areas.

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

Commissioner Levacy stated that the Buckeye Lake area has worked with the State on the issue and that some of the measures have been very effective. He added that geese repopulate very quickly.

County Administrator, Aundrea Cordle, stated there are issues with wildlife within the City of Lancaster.

Ms. Heizer stated that coyote and deer can both cause issues in densely populated areas.

Mr. Springer stated that the City of Lancaster has an ordinance that prohibits killing within the city limits. He added that he can issue a permit to kill but they cannot use it in the city. Mr. Springer also stated that his agency does not encourage domesticating a wild animal.

County Auditor, Dr. Carri Brown, asked if there has been an increase of racoons in the City of Lancaster.

Mr. Springer replied that the decline in the fur market has driven down the hunting and tracking of racoons which may be aiding in the increase of their population.

Commissioner Davis thanked Mr. Springer and Ms. Heizer for their report and responses to the questions.

Public Comments

There were no public comments.

Legal Update

There was no legal update.

County Administration Update

Week in Review

ARP Update

Ms. Cordle stated that from the \$30,607,546.77 received as the first and second tranche of fiscal recovery funds, \$22.2M has been appropriated, \$10.9M expended, and \$4.6M encumbered or obligated.

February 7 Meeting Commission Meeting

Ms. Cordle provided that the next Commission meeting would take place at 7:00 pm in the Commissioners' Hearing Room.

LFCCA Rent Assistance

Ms. Cordle reported that Lancaster-Fairfield Community Action Agency (LFCAA) has received additional funding to help income eligible, Covid-impacted renters in Fairfield County, Ohio, with past due rent and utilities. She provided the following details:

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

- The agency will begin working with households in eviction court on 1/24/2023 and will start processing general applications on 2/1/2023, and due to the expected high demand for this assistance, they expect that it will take several weeks to process applications. The application packet is available at <https://www.faircaa.org/covid19> or can be picked up from LFCOA at 1743 E Main St., Lancaster, OH 43130, and that more information can be obtained by calling 740-653-4146.
- This program is limited to renters, Covid-impact homeowners who need help with mortgage payments should apply to OHFA's Save the Dream program at <https://savethedream.ohiohome.org/>.
- Homeowners who have been financially impacted by COVID and need help with utilities can apply to our OHFA funded Utility Assistance Program. Utility assistance is also available through or to our HEAP and LIHWAP programs.
- Over the past three years, LFCOA has helped over 1,500 households with over \$6,000,000 in Covid-related rent, mortgage, and utility assistance. They are excited to receive this additional funding to continue helping people in need in Fairfield County.

Appreciation for On-Site EAP Services

Ms. Cordle reported Juvenile Court shared that Jackie Tripp is truly a unique and talented professional and has been generous in designing programming that addresses the socio-emotional needs of their dedicated team, and that in addition to her one-on-one work with county employees, she is working with the Court's Behavioral Health team to offer a series called the Empowerment Zone: Support for the Supporters.

Medicaid Redeterminations to Restart

Ms. Cordle stated that Medicaid recipients will once again have their cases evaluated for continuing eligibility and that caseworkers will begin the redetermination process in March for cases that are due in that period. She further stated that if a case reviewed in March is determined not eligible, Medicaid coverage will end in April, and that this is a return to the normal Medicaid case processing that was suspended during the pandemic.

Job and Family Services Director, Corey Clark, stated this is a return to pre-pandemic procedures.

Active Transportation Plan and Community Survey

Ms. Cordle reported Fairfield County's existing Active Transportation Plan was initially developed in 2009 and was last updated in 2013. She added OSU's City & Regional Planning Transportation Studio is currently working with key stakeholders, including Fairfield County staff, Fairfield County's Active Transportation Sub-Committee, Central Ohio Rural Planning Organization (CORPO) staff, and the public to re-visit the Active Transportation Plan with the aim of addressing current and future county-wide active transportation needs. She also added the plan will include focused recommendations for active transportation options for the Buckeye Lake Area, the City of Lancaster, and Violet Township. Ms. Cordle stated that public input is being sought through an initial public survey and that the survey is now open and can be found at the following link: <https://go.osu.edu/fairfield-atp1>. She also stated the survey is being emailed out to multiple distribution lists, including County employees, and that there is also a social media promotion. She asked that individuals help distribute the survey to their respective organizations, employees, and communities to assist in expanding the reach and provided that the survey closes on February 6th.

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

Governor's Executive Budget

Ms. Cordle said that Governor Mike DeWine will give his annual "State of the State" address that same day and that he would use this address to announce many of his budget initiatives for the upcoming biennium. She added that CCAO expects the actual language of the Governor's Executive Budget to be released the following day.

Highlights of Resolutions

Administrative Approvals and Resolutions

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 21 resolutions for the voting meeting. She provided the following resolution of note:

- A resolution to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program
- A Resolution Authorizing the Approval for Amendment No. 1 to a Contract between VPL Architects, Inc., and the Fairfield County Commissioners
- A Resolution for Approval of Change Order No. 1 to the Contract between the Sauer Inc and the Fairfield County Commissioners
- A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners the Fairfield County Sheriff's Office and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail.
- A resolution to authorize the President of the Fairfield County Board of Commissioners to sign the Petition for the Downtown Special Improvement District (SID) renewal.
- A resolution to appropriate from unappropriated funds in a major expenditure object category for Fund# 1001, Facilities Department for an unanticipated electrical replacement at the Historic Courthouse

Budget Review

Budget Officer, Staci Knisley, spoke about casino revenue receipts.

Commissioner Davis spoke about the pandemic's effect on casinos and the revenue generated from them. He added that there has been an apparent return to normal regarding casinos.

Commissioner Fix stated that sports gambling may have an impact on casino revenue.

Auditor, Dr. Brown stated that her office will continue to monitor and adjust accordingly. She added that the quarterly adjustments would allow for the estimates to be closer to actual.

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

Recognition

Ms. Cordle provided the following recognitions:

- County Auditor, Dr. Brown, thanked the Geographical Information Systems team for going the extra mile with the implementation of the public safety case management and 911 program.
- County Auditor, Dr. Brown, thanked Amy Brown Thompson for her quick response for language about the county's inability to agree to certain indemnification clauses. This proactive approach with RFPs will help save time in the future.
- County Auditor, Dr. Brown, shared appreciation from Jay Mattlin, Realtor: "Thank you for pulling this (data request) together for me! I really appreciate it. What great customer service and a quick response! This is not something you see with other counties so BRAVO to you, Noel (Sodders)! Thank you, Rachel (Elsea), for getting me connected to the right person!"

Auditor, Dr. Brown thanked Mr. Niceswanger for organizing recycling and shredding, and Jackie Tripp for being so helpful with EAP Connections.

Calendar Review/Invitations Received

Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, reviewed the following invitations and calendar items:

- Regional Planning Commission Meeting, February 7, 2023, 5:30 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Commissioners' Review and Regular Meeting, February 7, 2023, 7:00 p.m., Commissioners' Hearing Room, 210 E. Main St., Lancaster
- BU Next, Project-Based Learning Module at Berne Union Local Schools to Engage Students to Conceptualize District Building, Presentation Program, February 9, 2023, 6:00 p.m., Berne Union Local Schools, 506 N. Main St., Sugar Grove
- Transit Event, February 10, 2023, 11:00 a.m.-1:00 p.m. Transit Loop Hub, W. Wheeling St., Lancaster, Behind the Government Services Building, Free Loop Bus Rides in Support of Transit
- Lancaster State of the City Address, Thursday February 23, 2023, Breakfast Begins 7:30 a.m., Program Starts at 8:00 a.m., Crossroads Event Center, 2095 W. Fair Ave., Lancaster
- United Way of Fairfield County Annual Meeting & Awards Banquet, February 28, 2023, 8:00 a.m., Olivedale Senior Center, 253 Boving Rd., Lancaster

Commissioner Davis asked if the meeting in Walnut Township was noticed by the Walnut Township Trustees.

Assistant Prosecuting Attorney, Amy Brown-Thompson, confirmed the meeting was noticed.

Commissioner Davis asked if having two or more Commissioners in attendance posed an issue.

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

Ms. Brown-Thompson stated that as long as the Commissioners do not participate as members of the meeting two or more are permitted to attend.

Commissioner Davis spoke briefly about the transit event on February 10th which he planned to attend. He also spoke about the upcoming United Way Awards Banquet and that it coincided with the Commissioners meeting.

Correspondence

Rochelle Menningen, reviewed the following correspondence:

- CFLP Solid Waste District December 31, 2022, Financial Statement and Letter regarding Fourth Quarter Report
- Email from Clinton Davis, Executive Director Lancaster-Fairfield
- Community Action Agency, Dated January 24, 2023, Subject:
- COVID-Related Rent and Utilities Assistance Program
- Email from ADAMH containing Flyer from Mental Health America of Ohio, Dated January 25, 2023
- Email From Rachel Elsea, Auditor's Office Communication Officer, Dated January 25, 2023, Subject: Auditor's Strategic Plan Update – January 2023
- Burd, Aaron. "Fairfield County Educational Service Center Celebrates Renovated Space." Lancaster Eagle Gazette, January 26, 2023.
- Fairfield County Juvenile and Probate Court 2022 Itemized Account of Fees Report
- Report from Fairfield County Sheriff, Dated January 27, 2023, 2022 Law Enforcement Trust Fund Report Recap
- Presentation from Accenture and the Ohio Chamber of Commerce, "Blueprint for Ohio's Economic Future"
- Thank You Note from Heather O'Keefe and the Protective Services Team at Job and Family Services, to Aundrea Cordle and Staff, for Support and Donations for the Holiday Donation Drive
- Letter to Commissioners from County Resident Requesting Their Attendance at the Walnut Township February 1, 2023, Special Meeting
- One Columbus/Mid-Ohio Regional Planning Commission Drafts for Fairfield County's Competitive Advantage Projects: Basil Western Road Improvements; East Side Industrial Connector; Far East Freeway; I-70 to US 33 Connector; and Southeast US 33 Corridor
- Memo from County Auditor, Dr. Carri Brown, Dated January 28, 2023, Subjects: Legal Descriptions of Property, Dog Registration Deadline, Earned Income Tax Credit Awareness Day, Strategic Plan Update, Support for Employees, and the February Map of the Month Availability
- Press Release, Berne Union Local Schools, Dated November 8, 2022, "Innovative Program at Berne Union Challenges Students to Design "Next" Berne Union School Building"
- Flyer, Ohio Loves Transit Event, Free Fares on Loop Buses on February 10, 2023
- Fairfield County Active Transportation Planning Committee Survey

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

Jail Population

Ms. Cordle stated that the jail population for January 24, 2023, was 239 with 22 of those being contracted placements, and for January 31, 2023, was 231 with 18 of those being contracted placements.

Old Business

Commissioner Davis spoke about the Mid-Ohio Development Exchange meeting the previous week at the Workforce Center. He added that the presentations were very well done and commended the President of the Ohio Chamber of Commerce, Steve Stivers, for his engaging discussion. He also spoke about the administrative process with RLS and their impending proposal.

Commissioner Levacy stated he also attended the meeting with Steve Stivers and agreed that the presenters did a good job.

Commissioner Fix spoke about attending a meeting for the Economic Development Land Use Plan Steering Committee and stated people have done a great job of reaching out to stakeholders.

New Business

Commissioner Davis spoke about the Polar Plunge event at Buckeye Lake over the weekend and added that he had learned a lot about the history of the event and commended United Way for their continued success of the event.

Deputy County Administrator, Jeff Porter, stated he is wrapping up the end of his year as President of United Way and spoke about his jump in the 2023 Polar Plunge.

Commissioner Levacy stated that the Polar Plunge originated in the 1970's.

Dr. Brown highlighted some statistics from the strategic plan for the Auditor's Office and spoke about the February Map of the Month. She also stated that the deadline for obtaining dog licenses would be extended one day, to February 1, 2023.

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, and Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, Amy Brown-Thompson, Steven Darnell, Staci Knisley, Corey Clark, Josh Crawford, Dan Neeley, Jon Kochis, Tony Vogel, Marty Norris, Nikki Drake, Jonathan Ferbrache, Tommy Springer, and Jade Heizer.

Attending virtually: Ashley Arter, Beth Cottrell, Branden Meyer, Britney Lee, Chad Lucht, James Bahnsen, Jeff Barron, Jeremiah Upp, Jessica Murphy, Josh Troyer, Lori Hawk, Lynette Barnhart, Park, Dumitru Sabaiduc, Shelby Hunt, Stacy Hicks, Tony Howard, Jason Grubb, Brian Wolfe, Audrey, Josh Horacek, and CD Collins.

Pledge of Allegiance

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

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
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Announcements

There were no announcements.

Approval of Regular Minutes for January 24, 2023

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the minutes for the Tuesday January 24, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Board of Commissioners

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

- | | |
|--------------|--|
| 2023-01.31.a | A resolution to authorize the President of the Fairfield County Board of Commissioners to sign the Petition for the Downtown Special Improvement District (SID) renewal. |
| 2023-01.31.b | A resolution authorizing the approval of repayment of 3 advances to the General Fund. 1 - Fund# 2788 sub fund 8270 FY2020 CHIP Target Program. 2 - Fund# 2788 sub fund 8258 FY2020 CDBG. 3 – Fund #2788 sub fund 8257 FY2020 CDBG. |
| 2023-01.31.c | A resolution to appropriate from unappropriated into a major expenditure object category for Debt Service Fund# 4851, County Building Improvement Debt. |
| 2023-01.31.d | A resolution to appropriate from unappropriated funds in a major expenditure object category for Fund# 1001, Facilities Department. |

Roll call vote of the motion resulted as follows:

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

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

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

- | | |
|--------------|---|
| 2023-01.31.e | A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas County Probation Fund 2365 |
|--------------|---|

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Emergency Management Agency

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

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

2023-01.31.f A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

2023-01.31.g A resolution to approve an Agreement between Fairfield County and CTL Engineering, Inc.

2023-01.31.h A Resolution to Approve Advertising for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project.

2023-01.31.i A Resolution to Approve the Construction Drawings for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project.

2023-01.31.j A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.

2023-01.31.k 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, Dave Levacy and Steve Davis

Approval of Resolutions from Fairfield County Facilities

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

2023-01.31.l A Resolution Authorizing the Approval for Amendment No. 2 to a Contract between VPL Architects, Inc., and the Fairfield County Commissioners

2023-01.31.m A Resolution for Approval of Change Order No. 1 to the Contract between the Sauer Inc and the Fairfield County Commissioners

EMA and Facilities Director, Jon Kochis, spoke about the electrical panel in the Administrative Courthouse dating back to the 1960's, and added that parts were last manufactured for the panel in the 1980's. He also added that it will take forty-two weeks to receive new panels once they are ordered.

Roll call vote of the motion resulted as follows:

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

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

Approval of a Resolution from Fairfield County Job and Family Services

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from Fairfield County Job and Family Services:

2023-01.31.n A resolution regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Juvenile and Probate Court

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

2023-01.31.o A resolution authorizing the purchase of a 2022 Chrysler Voyager LX from Mobility Works for the use of transportation of the elderly to and from appointments and to move those who are facing evictions.

2023-01.31.p A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund

Administrator Cordle stated the vehicle purchase in resolution 2023-01.31.o involved ARP funding and was delayed due to Probate Court's difficulties finding an available vehicle.

Commissioner Davis stated he would like to have a plan in place to aid if an ARP funding recipient has timing or compliance issues.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Sheriff

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

2023-01.31.q A resolution authorizing the approval of an update to the original contract with Tyler Tech and the Fairfield County Sheriff's Office.

2023-01.31.r A resolution authorizing the approval of a service agreement by and between Fairfield County Sheriff's Office and the Township of Violet.

2023-01.31.s A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail

Administrator Cordle stated the Sheriff's resolution is also for an ARP funded project and that the county can expect to see increased costs across various projects.

Roll call vote of the motion resulted as follows:

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

Regular Meeting #4 - 2023
Fairfield County Commissioners' Office
January 31, 2023

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

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to **table** the following resolution from the Fairfield County Soil and Water Conservancy District:

2023-01.31.t An Administrative Approval to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

Commissioner Fix stated there is language included in the agreement that should be adjusted and suggested tabling the resolution to enable Soil and Water to work with the State to revise the language.

Commissioner Davis stated the commission is not opposed to farmland preservation and that the commission continues to monitor workforce training, housing, and transit issues.

Soil & Water Resource Specialist, Johnathan Ferbrache, stated that the agency is aligning proposed parcels with the county's land use plan.

Roll call vote of the motion to table resolution 2023-01.31.t resulted as follows:
Voting aye thereon: Jeff Fix, Dave Levacy and Steve Davis

Approval of the Payment of Bills

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

2023-01.31.u 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: Jeff Fix, Dave Levacy and Steve Davis

Executive Session

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted at 10:05 a.m. to move to Executive Session to discuss pending litigation, following a five-minute recess.

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

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to leave Executive Session at 10:17 a.m.

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

Adjournment

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:17 a.m.



AGENDA

BOARD OF COMMISSIONERS

Commissioners:

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, January 31, 2023
9:00 a.m.

1. Review

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

2. Welcome

3. Listen & Learn

Soil and Water Education/Wildlife Specialist, Tommy Springer, and Division of Wildlife Officer, Jade Heizer

4. 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.*

5. Legal Update

6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Regional Planning Commission Meeting, February 7, 2023, 5:30 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - ii. Commissioners' Review and Regular Meeting, February 7, 2023, 7:00 p.m., Commissioners' Hearing Room, 210 E. Main St., Lancaster
 - iii. BU Next, Project-Based Learning Module at Berne Union Local Schools to Engage Students to Conceptualize District Building, Presentation Program, February 9, 2023, 6:00 p.m., Berne Union Local Schools, 506 N. Main St., Sugar Grove
 - iv. Transit Event, February 10, 2023, 11:00 a.m.-1:00 p.m. Transit Loop Hub, W. Wheeling St., Lancaster, Behind the Government Services Building, Free Loop Bus Rides in Support of Transit
 - v. Lancaster State of the City Address, Thursday February 23, 2023, Breakfast Begins 7:30 a.m., Program Starts at 8:00 a.m., Crossroads Event Center, 2095 W. Fair Ave., Lancaster

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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

- vi. United Way of Fairfield County Annual Meeting & Awards Banquet, February 28, 2023, 8:00 a.m., Olivedale Senior Center, 253 Boving Rd., Lancaster
- f. Correspondence
 - i. CFLP Solid Waste District December 31, 2022, Financial
 - ii. Statement and Letter regarding Fourth Quarter Report
 - iii. Email from Clinton Davis, Executive Director Lancaster-Fairfield Community Action Agency, Dated January 24, 2023, Subject: COVID-Related Rent and Utilities Assistance Program
 - iv. Email from ADAMH containing Flyer from Mental Health America of Ohio, Dated January 25, 2023
 - v. Email From Rachel Elsea, Auditor's Office Communication Officer, Dated January 25, 2023, Subject: Auditor's Strategic Plan Update – January 2023
 - vi. Burd, Aaron. "Fairfield County Educational Service Center Celebrates Renovated Space." Lancaster Eagle Gazette, January 26, 2023.
 - vii. Fairfield County Juvenile and Probate Court 2022 Itemized Account of Fees Report
 - viii. Report from Fairfield County Sheriff, Dated January 27, 2023, 2022 Law Enforcement Trust Fund Report Recap
 - ix. Presentation from Accenture and the Ohio Chamber of Commerce, "Blueprint for Ohio's Economic Future"
 - x. Thank You Note from Heather O'Keefe and the Protective Services Team at Job and Family Services, to Aundrea Cordle and Staff, for Support and Donations for the Holiday Donation Drive
 - xi. Letter to Commissioners from County Resident Requesting Their Attendance at the Walnut Township February 1, 2023, Special Meeting
 - xii. One Columbus/Mid-Ohio Regional Planning Commission Drafts for Fairfield County's Competitive Advantage Projects: Basil Western Road Improvements; East Side Industrial Connector; Far East Freeway; I-70 to US 33 Connector; and Southeast US 33 Corridor
 - xiii. Memo from County Auditor, Dr. Carri Brown, Dated January 28, 2023, Subjects: Legal Descriptions of Property, Dog Registration Deadline, Earned Income Tax Credit Awareness Day, Strategic Plan Update, Support for Employees, and the February Map of the Month Availability
 - xiv. Press Release, Berne Union Local Schools, Dated November 8, 2022, "Innovative Program at Berne Union Challenges Students to Design "Next" Berne Union School Building"
 - xv. Flyer, Ohio Loves Transit Event, Free Fares on Loop Buses on February 10, 2023
 - xvi. Fairfield County Active Transportation Planning Committee Survey

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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

7. Old Business

8. New Business

9. Regular (Voting) Meeting

10. Executive Session to Discuss Pending Litigation, 10:00 a.m.

11. Adjourn

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

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JANUARY 23, 2023 TO January 29, 2023

Fairfield County Commissioners

- AA.01.24-2023.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program [Commissioners]
- AA.01.24-2023.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 \$50,000 per invoice [Commissioners]

Fairfield County Human Resources

- AA.01.27-2023.a An administrative approval of a contract with Governmentjob.com, Inc. dba NEOGOV for human resources remote onboarding of future Fairfield County employees. [Fairfield County Human Resources]
- AA.01.27-2023.b An administrative approval to amend the Fairfield County Compensation Plan schedule. [Fairfield County Human Resources]

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan
Fiscal Recovery Funds, as of 1.27.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.
\$22,282,908.78 has been appropriated, \$10,983,808.64 expended, \$4,688,089.95 encumbered or obligated.

12Project/Category		As of 1/27/23 Appropriations	As of 1/27/23 Expenditure	As of 1/27/23 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
R17a	Public Health, Vaccination Clinic and Related Expenses	78,677.05	66,362.57	3,997.38
R17b	Public Health, Capital Investments and Public Facilities of the County	3,254,524.02	1,663,261.89	1,302,701.16
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	60,565.00	34,973.98	19,277.00
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)	49,825.00	0.00	49,825.00
R19a	Public Safety Payroll Support	1,555,582.09	1,152,854.69	0.00
R19b	Public Health Payroll Support	204,392.13	160,359.98	44,032.15
R19c	Other Public Sector Payroll Support	302,778.33	144,596.64	0.00
R110a	Mental and Behavioral Health	40,018.00	0.00	40,018.00
Subtotal Public Health		5,894,150.66	3,570,198.79	1,459,850.69
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
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	500,000.00	499,996.00	4.00
R211b	Aid to Tourism, Travel, Hospitality	25,000.00	18,278.01	1,369.39

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan
Fiscal Recovery Funds, as of 1.27.2023.**

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Project/Category		As of 1/27/23 Appropriations	As of 1/27/23 Expenditure	As of 1/27/23 Obligation
R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	99,354.84	149,923.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	22,540.00	74,160.00
Subtotal Negative Economic Impacts		1,852,178.00	1,441,998.72	248,804.68
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	15,897.14	8,946.86
R56a	Clean Water, Stormwater	539,895.00	139,895.00	400,000.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	708,012.32	236,092.68
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R516a	Broadband, "Last Mile" Projects	500,000.00	0.00	0.00
R517a	Broadband, Other Projects	49,900.00	18,365.46	27,286.72
Subtotal Infrastructure		4,728,790.50	882,169.92	672,326.26

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan
Fiscal Recovery Funds, as of 1.27.2023.**

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds.
\$22,282,908.78 has been appropriated, **\$10,983,808.64** expended, **\$4,688,089.95** encumbered or obligated.

Project/Category		As of 1/27/23 Appropriations	As of 1/27/23 Expenditure	As of 1/27/23 Obligation
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	85,914.51	314,085.49
R61c	Clerk of Courts Case Management	375,000.00	0.00	375,000.00
R61d	MARCS Tower Project	520,000.00	141,552.50	378,447.50
R61e	Dispatch Consoles	560,000.00	143,110.75	416,889.25
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,692,375.73	1,440,873.83	482,864.90
R61h	Community School Attendance Program	501,137.00	43,758.54	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	0.00	200,000.00
Revenue Loss		9,327,912.08	4,794,788.30	2,307,108.32
Administration				
R71a	Administrative Expenses	412,415.82	227,191.19	0.00
Subtotal Administration		412,415.82	227,191.19	0.00
Grand Total		\$22,282,908.78	\$10,983,808.64	\$4,688,089.95

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan Fiscal Recovery Funds, as of 1.27.2023.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$22,282,908.78** has been appropriated, **\$10,983,808.64** expended, **\$4,688,089.95** encumbered or obligated.

There are multiple projects under review in addition to the projects already approved.

The county will be using a community visioning process to inform final decisions and prepare for the second tranche, as well as prepare for broad community goals, beyond the fiscal recovery program. We expect a report for the community strategic plan by the end of 2021. The county will be using the theme of Fairfield Forward for strategic planning. There are two main uses that stand out for Fairfield County's fiscal recovery:

1. Responding to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
2. Making necessary investments in water, sewer, or broadband infrastructure.

As we think about the first purpose, we are required to:

- Identify a need or negative impact of the public health emergency,
- Identify how the county investment would specifically address that need, and
- Readily explain how the investment helps the county respond to the disease or the harmful economic consequences of the economic disruption.



Lancaster State of the City Address

Join the City of Lancaster and the Lancaster Fairfield County Chamber of Commerce for the 2023 State of the City Address!

Mayor David Scheffler will provide updates on city initiatives, current projects, and future plans.

** Breakfast will be provided by Cheers Chalet Catering **

Thursday, Feb. 23

Registration and breakfast begin at 7:30 a.m. | Program starts at 8 a.m.

Crossroads Event Center

2095 W. Fair Ave., Lancaster

\$20

Members

\$25

Non-Members

Register Here

Registration closes Thursday, Feb. 16 at 4 p.m.

United Way of Fairfield County
115 S. Broad St. | P.O. Box 1000
Lancaster, Ohio 43130

Non-Profit Org.
US Postage
PAID
Lancaster, OH
Permit No. 41

Annual Meeting & Awards Banquet

February 28, 2023

Olivedale Senior Center |
253 Boving Rd. Lancaster, OH 43130

8:00 am-9:00 am

\$15/person

RSVP by 1/16/23 at

puhl@uwayfairfieldco.org, (740)-653-0643, or
scan below.



*Or Current Resident

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



UNITED WAY OF FAIRFIELD COUNTY

Annual Meeting & Awards Banquet

Join us for a fun morning celebrating the end of our 2022
Campaign

February 28 | 8 AM | Olivedale Senior Center |
253 Boving Rd. Lancaster, OH 43130

Coshocton
Fairfield
Licking
Perry
Solid Waste District

January 19, 2023

Jennie Kolometz
Fairfield County Litter Prevention
1761 E. Main Street
P.O. Box 768
Lancaster, OH 43130

Dear Jennie,

Thank you for the prompt submission of the fourth quarter report on your Combined Education & Recycling contract. It was due January 13, 2023 and it was received in our office on that date. This letter confirms closure of the 2022 contract.

Attached is a financial statement. Please review it carefully and make the necessary changes to your records. Funds are due back by March 15, 2023.

The following changes were made to your report.

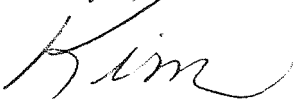
1. **Supplies** – The amount submitted was \$3,506.60. **The amount allowed was \$3,489.61.** An invoice for a canopy was moved to Equipment Purchase, as its cost exceeded \$100.00. The December telephone bill was later submitted and was allowed up to the remaining funds in the line item.
2. **Equipment Purchase** – The amount submitted was \$750.00. The amount allowed was \$630.94. The United Rental invoice dated October 2 was not allowable, as the line item was out of money until a budget revision was approved November 10. The above referenced invoice for the canopy was moved here.
3. **Equipment Maintenance** – The amount submitted was \$4,814.92. **The amount allowed was \$2,151.04.** Invoices for recycling center maintenance and repair of containers purchased by the agency for commercial customers were not allowed.

Programmatically, the report documents additional activity designed to fulfill contractual commitments, and all five target audiences have received some sort of outreach in 2022.

The 2022 contract total was \$625,368.58 and the entire amount was advanced. Approved expenditures total \$622,300.76. The unspent amount of \$3,067.82 is due back to the district by March 15, 2023.

If you have any questions or concerns, please do not hesitate to call our office at 800-845-5361.

Thank you,



Kim Masters
Assistant Director

Cc: Fairfield County Commissioners
Kim Sorg

01/31/2023

675 Price Road, Newark, OH 43055 Phone: (740) 349-6308

023

FAIRFIELD RECYCLING - EDUCATION
FINANCIAL STATEMENT
As of December 31, 2022

	Contract Budget	Revised First Qtr Expenses	Revised Second Qtr Expenses	Revised Third Qtr Expenses	Budget Revision	Fourth Qtr Expenses	Balance Remaining
Salaries	352,003.33	104,318.29	85,607.94	98,686.15	5,215.00	68,605.95	0.00
Fringes	113,736.05	37,872.56	27,176.47	33,007.71	3,500.00	19,179.30	0.00
Supplies	14,718.56	1,445.53	3,636.44	6,146.98		3,489.61	0.00
Postage	400.00	66.94	15.31	45.94	-200.00	9.12	62.69
Equipment Purchase	3,400.00	1,239.74	1,795.88	364.38	750.00	630.94	119.06
Equipment Maintenance	31,862.00	3,923.41	4,375.54	5,748.13	-13,000.00	2,151.04	2,663.88
Vehicle Purchase	0.00	0.00	0.00	0.00		0.00	0.00
Vehicle Maintenance	62,536.14	11,700.02	17,919.58	23,175.69		9,740.85	0.00
Training	1,000.00	0.00	0.00	0.00	-1,000.00	0.00	0.00
Membership	125.00	100.00	0.00	0.00	-25.00	0.00	0.00
Advertising/Print	3,135.00	335.00	980.00	337.00	-1,150.00	255.00	78.00
Awards/Promotion	5,022.50	1,229.34	754.54	661.44		2,248.61	128.57
Signs	0.00	0.00	0.00	0.00		0.00	0.00
Educational Reimbursements	0.00	0.00	0.00	0.00		0.00	0.00
Workshops	1,000.00	162.28	125.70	120.90	-590.00	0.00	1.12
Site Host Stipend	0.00	0.00	0.00	0.00		0.00	0.00
Disposal of Litter/Contaminants	36,230.00	9,544.16	11,593.03	11,782.53	6,500.00	9,795.78	14.50
Collection/Processing Svc	0.00	0.00	0.00	0.00		0.00	0.00
Handling/Transportation	0.00	0.00	0.00	0.00		0.00	0.00
Contingencies	200.00	0.00	0.00	200.00		0.00	0.00
TOTAL	625,368.58	171,937.27	153,980.43	180,276.85	0.00	116,106.20	3,067.82

Dear Community Action Board,

Here is the information on our new Covid-related Rent and Utilities Assistance program along with the application for assistance. Please feel free to share widely.

Thanks
-clint

Lancaster-Fairfield Community Action Agency has received additional funding to help income eligible, Covid-impacted renters in Fairfield County, Ohio with past due rent and utilities. We will begin working with households in eviction court on 1/24/2023 and will start processing general applications on Wednesday, 2/1/2023. Due to the expected high demand for this assistance, we expect that it will take several weeks to process applications. The application packet is available at <https://www.faircaa.org/covid19> or can be picked up from our office at 1743 E Main St., Lancaster, OH 43130. Call us for more information at 740-653-4146.

This program is limited to renters, Covid-impact homeowners who need help with mortgage payments should apply to OHFA's Save the Dream program at

<https://savethedream.ohiohome.org/>

Home owners who have been financially impacted by COVID and need help with utilities can apply to our OHFA funded Utility Assistance Program. Utility assistance is also available through or to our HEAP and LIHWAP programs.

Over the past three years, LFCAA has helped over 1,500 households with over \$6,000,000 in Covid-related rent, mortgage, and utility assistance. We are excited to receive this additional funding to continue helping people in need in Fairfield County.

--

Clinton Davis, Executive Director
Lancaster-Fairfield Community Action Agency
740-653-4146 – [faircaa.org](https://www.faircaa.org)
he/him/his pronouns

January 25, 2023

[View in browser](#)



The Fairfield County Client Navigator Thrives on Relationship Building & Trust



MHAOhio's Tori Ivan and Erica Duncan bring support services to Fairfield County

Since 2018, the **Fairfield County Client Navigator** program has been connecting residents of Fairfield County with the mental health services they need most. And they attribute their success to the strong partnerships and relationships they've built with local organizations.

Current Fairfield County Client Navigator, Tori Ivan, considers relationship building to be the most important component of strengthening the program. The referrals from agencies, providers, and individuals are growing, and together they are making sure residents in need are being reached.

"Without these relationships and the trust of the community, the program doesn't exist," Tori said.

Building trust takes time, and Tori has invested hers. She collaborates with organizations like the **Suicide Prevention Coalition**, **Fairfield County P.A.R.T. (Prevention, Advocacy, Recovery and Treatment) Coalition**, the **Family, Adult & Children First Council**, **Project F.O.R.T.**, and more. The Fairfield County Client Navigator is also involved with community events such as Sober Fest, and Cops and Kids Day at Ohio University-Lancaster.

"We are in the community, reaching people where they are, and building relationships with both providers and different community agencies," she said. "We meet regularly with the people who are doing the work, making sure to continue fostering those relationships through ongoing contact."

One of the biggest gestures of trust is the referral of a family member. Late last year, a longstanding community partner who had been working closely with Tori referred a family member to her for connection to mental health resources.

"They needed a couple of different providers but didn't know how to navigate the system, which providers offered the services needed, who took their insurance, and where they would be able to receive services in a timely fashion," Tori said. "I was able to refer them to all the services they were seeking."

This community partner later sent Tori a thank you email and gave us permission to share it here:

“

This has been the most positive experience I have ever had with a health care system. I can't thank you enough for connecting us with these resources. It has made a difference in the life of my family.

”

A success story like this is even more impactful considering the challenges Fairfield County and many other counties in the state face.

The rural community experiences a long-standing stigma of mental health, transportation barriers, and unreliable Internet service that can affect telehealth visits with providers. Like other parts of the state, workforce shortages and long waiting lists make it difficult for residents to be connected to the care they need.

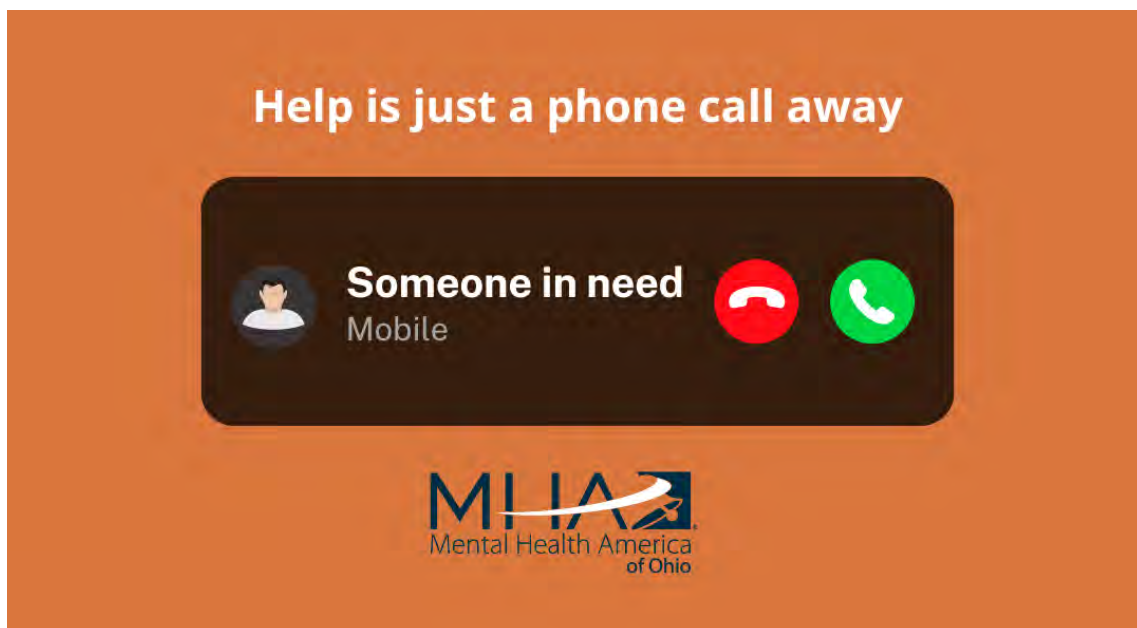
But Tori partners with community mental health agencies like **New Horizons**, **OhioGuidestone**, **Integrated Services for Behavioral Health**, and many others.

“I work along with them to ensure people who reach out to me for help are getting referred and getting linked to appropriate services,” she said.

And while community members are waiting for their first appointment, she can refer them to MHAOhio's newly formed **Fairfield County Support Groups**, which just launched last year. Organized by MHAOhio's Support Group Manager, Erica Duncan, the support groups offer understanding and a listening ear to those living with a mental health condition. There is also a support group specifically for family members and loved ones of people living with a mental illness or substance use disorder called **Families in Touch**.

The Fairfield County Support Groups and Fairfield County Client Navigator are both funded by the **Fairfield County Alcohol, Drug Addiction, and Mental Health Board** and other community donors.

If you or someone you know needs to be connected to services in Fairfield County, call Tori at (740) 475-0415 or toll free at (855) 281-5726, or email her at tivan@mhaohio.org. If would like to attend our free Fairfield County support groups, **visit our Events page** or contact Erica with your questions at (614) 221-1441 or email her at eduncan@mhaohio.org.



MHAOhio News and Updates:

Get Certified in Mental Health First Aid

Mental Health First Aid (MHFA) teaches adults how to identify, understand, and respond to signs of mental illnesses and substance use disorders.

Using a five-step action plan, participants will learn how to:

- Assess for risk of suicide or harm
- Listen non-judgmentally
- Give reassurance and information
- Encourage appropriate professional help
- Encourage self-help and other support strategies

We believe everyone would benefit from an MHFA certification, and thanks to our partnership with the Alcohol, Drug, and Mental Health Board of Franklin County, the trainings are free.

Please see the upcoming trainings below, and [visit our website](#) if you have additional questions.

Have you ever:

- Struggled with a customer at work who was clearly in mental health distress, but you didn't know what to do?
- Witnessed a person behaving in a way you didn't understand and felt you lacked the tools to appropriately interact with them?
- Wondered why people behave in ways that seem contradictory to their own well being?

Do you:

- Work with the general public?
- Want to help support the health and safety of your community?
- Have a friend or family member with a mental illness?

If you answered "yes" to ANY of the questions above -
Mental Health First Aid training is for you!



Mental Health FIRST AID

from NATIONAL COUNCIL FOR
MENTAL WELLBEING

Upcoming MHFA Sessions

Adult MHFA:

- February 25, 9 am-3 pm, Virtual
- March 28, 10 am-4:30 pm, In person
- April 20, 9 am-3 pm, Virtual
- May 8, 9 am-3 pm, Virtual

Youth MHFA:

- March 10, 9 am-3 pm, Virtual
- April 15, 10 am-4:30 pm, In person

Register on our Website!



[Visit our Website](#)

How to Connect with Others During the Winter Months



Human beings are programmed to be social, at least to a certain extent. We crave feeling supported, valued, and connected to other people.

But the colder weather, shorter days, and snowy roads can make winter a difficult season for many of us. Nearly **5% of American** adults experience Seasonal Affective Disorder, and another 10-20% have milder symptoms, sometimes called the winter blues.

This can make connecting with others all the more necessary, but the logistics of actually making those connections happen all the more complicated.

Here are a few things you can do to connect with others in the winter:

- **Enroll in a class that intrigues you.** By the nature of the class, you will meet people with common interests. That's the first step in developing a friendship.
- **Join a book club, hiking club, or other group.** An intellectual discussion can stimulate the mind and facilitate conversation. A hike in the cool, crisp air is good for the soul. Engaging with a group of people is a great way to establish strong connections.
- **Volunteer for a cause you believe in.** Whether you work a blood drive or walk puppies at the humane society, donating your time to help others is a great way to meet people and make a difference in the community.

- **Reach out. A lot.** Make that phone call, send that text, or compose that email. Take the initiative to invite people out and make plans. Chances are someone else needs the connection just as much as you do.
- **Attend a support group.** If you're feeling lonely, stressed, anxious or depressed, you might need more support than what a family member or friend can offer. **A support group** can provide empathy from first-hand experience, resources for information, and inspiration by seeing others coping well.

If you're feeling disconnected this winter, try these tips. If you need additional support, our Get Connected phone line at (614) 242-4357 can connect you with the resources you need—this winter and all year long.

Ways to support MHAOhio:



If you or someone you know is in crisis, call or text 988 or chat **988lifeline.org**

Hello!

Following our annual planning retreat, we have updated our strategic plan. The strategic plan reflects priorities aligned with organizational values and the departmental mission. It will continue to be updated as more information is known and as strategic activities are implemented with our stakeholders. We have asked for input and feedback in multiple ways and will continue the planning and updating. Take a moment to read the summaries – even if you are not able to read the full plan. We encourage you to visit the link monthly to see the updates.

<https://www.co.fairfield.oh.us/auditor/Strategic-Plan.html>

A new feature in the update is the Auditor's' Office At a Glance document found in the exhibits. Make sure to check out our office's experience and community involvement!



Rachel A. Elsea

Communications Officer • Auditor's Office

+1 (740) 652-7091 | (740) 215-5998

<https://www.co.fairfield.oh.us/auditor/>

rachel.elsea@fairfieldcountyohio.gov

108 N. High St., Lancaster, Ohio 43130



Fairfield County Educational Service Center celebrates renovated space

Aaron Burd

Lancaster Eagle-Gazette

LANCASTER – The Fairfield County Educational Service Center serves the goal of providing student centered educational leadership and supportive services to eight local school districts located in Fairfield County.

With an open house on Monday, the organization unveiled its newly renovated space.

"We have multiple facets to the organization," said Assistant Superintendent Will Kirby.

"We provide direct services to students from each of the districts. For example, we provide preschool to Pickerington, Liberty Union, Bloom-Carroll, Fairfield Union, as well as Walnut Township. We also provide school age services, so for kids in K12."



Direct services listed on the Fairfield County ESC's website include free pre-K for special needs students, occupational therapists and behavior experts, ongoing professional development for teachers, and more.

Superintendent Marie Ward said that there is a plethora of reasons why the organization's work is important.

"I think it's important for a lot of reasons," said Ward. "It creates efficiency, it allows us to leverage expertise that's hard to find and very difficult to duplicate in school districts and to centralize it so children who need those very specialized services can be served in a consortium classroom at a lower cost and with high level of expertise."

As for the renovations made to the ESC's space, Ward said that practically the whole place had been changed.

"Pretty much everything," said Ward. "If you had walked in here prior to the renovation, you would have seen a sea of cubicles and limited space in which we could have confidential conversations regarding children's needs."

With the new renovations, the space feels much more open while still providing added room for those confidential conversations.

Ward said that these renovations also allow the Fairfield County ESC to better accommodate a growing staff.

"There's greater flexibility in making sure that our growing number of staff have space where they can work when they need to," said Ward.

According to a news release from the Fairfield County ESC, these renovations were made in collaboration with the Fairfield County Commissioners.

"The Commissioners demonstrated tremendous support for our mission by working with us to ensure we had an office space that was inspiring and conducive to the critical work we do to support education in Fairfield County," said Ward. "We highly regard our relationship with our County Commissioners and look forward to sharing this vibrant space with the community during the open house event."



JUVENILE & PROBATE DIVISIONS
COMMON PLEAS COURT

JUDGE TERRE L. VANDERVOORT

January 24, 2023

Carri Brown, PHD, MVA, GCFM
Fairfield County Auditor
210 East Main Street
Lancaster, OH 43130

RE: Itemized Account of Fees for 2022

Dear Carri,

Pursuant to R.C. 2101.15, enclosed please find an itemized account of fees for 2022 for Fairfield County Probate Court, certified by Judge Terre L. Vandervoort.

Thank you.

Sincerely,

Terre L. Vandervoort, Judge
Fairfield County Probate Court

cc: Commissioners

**COURT OF COMMON PLEAS, FAIRFIELD COUNTY
PROBATE DIVISION
224 EAST MAIN STREET, ROOM 308
LANCASTER, OH 43130**

(740) 652-7490

**2022 STATEMENT FOR AUDITOR
(2101.15)**

PROBATE COURT FEES EARNED

Paid into General Fund	118,636.08
Reimbursement for Mental Illness Costs	2,553.60
Paid into Indigent Guardianship Fund	18,740.00
Paid into Computer Legal Research Fund	5,436.00
Paid into Probate Computer Fund	18,101.00
Paid into Domestic Violence Fund	14,059.00
Paid into Special Projects Fund	31,860.74

TOTAL FEES PAID INTO COUNTY\$ 209,386.42

DATED: 01/06/2022


JUDGE

cc: Commissioners

THE ADAMH STAR

An newsletter of the Fairfield County ADAMH Board



Our Mission: To promote healing, support recovery, and provide prevention and treatment services of mental health and addiction disorders within our community

WHAT IS INSIDE

STAFF FEATURE - 1

**BOARD MEMBER
UPDATES - 2**

STAFF UPDATES - 2

ABOUT TOWN - 2

**NETWORK OF CARE
AGENCIES OF THE
MONTHS - 2**

SEASONAL DEPRESSION

**BY PROGRAM COORDINATOR
MIRANDA GRAY, MS**



As we close another holiday season, I can't help but start thinking about spring, longing for more outdoor hikes and anticipating spending lots of time at the baseball field with my boys! To some, winter is the most wonderful time of the year. For me, the stretch of winter post-holidays seems to last a lifetime!

Ohio's long winter months may also negatively impact our mental health and well-being. The end of Daylight Saving Time (DST) and the onset of cold weather aren't the only factors that bring about mood changes or that feeling of being in a "funk." For some, those changes in mood may be related to seasonal depression, also known as seasonal affective disorder (SAD), which is more than just the "winter blues."

According to the National Institute of Mental Health, SAD, a type of depression that is characterized by its cyclical nature, impacts 3–5 percent of the population in the United States. Symptoms typically begin in the fall and last through the winter. These depressive episodes may start out mild and become more severe as the season progresses. Although less common, there are some people who experience spring and summer SAD.

The exact cause of SAD is unknown but scientific and other risk factors may influence the condition. Our internal clocks change along with the seasons. When DST ends, we experience more dark hours, which can impact our sleep schedule. Less sunshine may cause chemical imbalances in our brains as well. If a person has a family or personal history of depression, he/she may be at risk of developing SAD.

While they can be exciting, the holidays can also be stressful. It is normal to experience all sorts of feelings, including anxiousness, sadness, reduced energy, and the desire to stay at home in your pajamas from time to time,

but it does not necessarily mean that a person has SAD. How do I know if I have SAD or just a case of the winter blues? Other symptoms of SAD are loss of interest in activities, feelings of worthlessness/hopelessness, oversleeping, weight loss or gain, and thoughts of death/suicide. If these feelings are persistent and interfere with daily functioning, you could have SAD, and steps should be taken to address your mental health by talking with your healthcare provider about treatment options.

Making simple changes to your lifestyle and daily routine can be a great way to alleviate symptoms of SAD. Bundle up and take a walk outside regularly. If you can't bear the frigid air, try some other techniques to soak up the sun, such as keeping your house well-lit or sitting next to a window at home/work. A well-balanced diet, exercise, and meditation are other great ways to boost your mood.

Talk to your doctor about dietary supplements or medications that may be helpful. There are several that are FDA-approved to treat depression. Supplements (e.g., vitamin D, melatonin) may be recommended. "Talk" therapy with a counselor is another great option for treating SAD.

Consider using artificial sunlight to give your body the light that it needs. There are many light therapy lamps or light boxes on the market that mimic the benefits of the sun and are proven to be an effective, low-cost technique for curbing SAD symptoms.

Winter weather brings its fair share of challenges, but for those experiencing SAD, it can be particularly difficult. One thing that we can all do is to be mindful of those around us: friends, families, neighbors, and co-workers. Check on your people, look out for each other, and reach out to those whom you think may be impacted by SAD and remember that it's O.K. to ask for help, too.

STAFF UPDATES

Grant Manager Dylan Sander started 9/25/22. Clinical Care Coordinator Dawn Good started 10/31/22. Finance and Operations Director Shanda Wyrick started 11/7/22. Public Relations Coordinator Latina Duffy resigned in November.



Dylan Sander



Dawn R. Good,
MSW, LSW



Shanda Wyrick

BOARD MEMBER UPDATES



Lori L. Eisel, MS,
CFP®, EA, CDFA®

Resignation & New Appointee

Lori L. Eisel, MS, CFP®, EA, CDFA®, was sworn in during July 2022.

Stephanie Mulholland resigned on 9/20/22.

NETWORK OF CARE AGENCIES OF THE MONTH

The ADAMH Board recognizes and congratulates the following as Network of Care Agencies of the Month:

- November — Lutheran Social Services Faith Mission of Fairfield County

- December — Family, Adult and Children First
- January — Big Brothers Big Sisters of Fairfield County



TO: Fairfield County Commissioners

DATE: January 27, 2023

FROM: Sheriff Alex Lape

RE: 2022 L.E.T.F.. Report

Attached please find the 2022 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 2022, with a summary of the account activity, and all bank statements and reconciliations for 2022.

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


Sheriff Alex Lape

**FAIRFIELD COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND ANNUAL REPORT FOR 2022
PURSUANT TO OHIO REVISED CODE SECTION 2981.13**

EXPENDITURES

<u>DATE</u>	<u>CHECK #</u>	<u>PAYEE/ FOR:</u>	<u>AMOUNT</u>
04/13/2022	1556	Target Business Solutions - promotional items	\$ 6,938.00
07/21/2022	1557	LeadsOnline/Inv Tool for Detective Bureau	\$ 3,319.00
09/14/2022	1558	Dell - Roll call and training room computers	\$ 4,407.20

January - December	Unified Bank Service Charges	\$ -
TOTAL EXPENDITURES TO ACCOUNT		<u><u>\$ 14,664.20</u></u>
BALANCE REMAINING IN ACCOUNT AT 12-31-22		<u><u>\$20,314.19</u></u>

Respectfully Submitted,



Sheriff Alex Lape
Sheriff of Fairfield County

January 27th, 2023

Sworn to me by Alex Lape, Sheriff of Fairfield County, Ohio
on the 27 day of January, 2023.



Notary Public State of Ohio



KELLY DAUGHERTY
Notary Public, State of Ohio
My Commission Expires 03-21-26

**FAIRFIELD COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND ANNUAL REPORT FOR 2022
PURSUANT TO OHIO REVISED CODE SECTION 2981.13**

Balance Brought Forward from 12-31-21

\$29,850.56

DEPOSITS:

<u>DATE</u>	<u>FOR</u>	<u>AMOUNT</u>
02/14/2022	BMV Immobilization Fee - Dept of Public Safety	\$ 35.00
09/12/2022	City of Columbus Seizure Fund Disbursement 18CR3057-3064	\$ 5,092.83

TOTAL DEPOSITS TO ACCOUNT - 2022

\$ 5,127.83

TOTAL FUNDS AVAILABLE 2022

\$34,978.39

**FAIRFIELD COUNTY SHERIFF'S OFFICE
RECONCILIATION OF BANK CHECKING ACCOUNT
FOR LAW ENFORCEMENT TRUST FUNDS
UNIFIED BANK A/C# 40000718**

<u>Date</u>	<u>Payee/ and or Money Received From</u>	<u>Description / Case#</u>	<u>Deposit Amount</u>	<u>Check Number</u>	<u>Check Amount</u>	<u>Account Balance</u>
01/01/2022	2020 Balance Forward					\$29,850.56
	Monthly Activity Totals for January 2022					\$29,850.56
02/14/2022	Department of Public Safety	BMV Immobilization Fee	\$ 35.00		\$ -	
	Monthly Activity Totals for February 2022		\$ 35.00		\$ -	\$29,885.56
	Monthly Activity Totals for March 2022		\$ -		\$ -	\$29,885.56
04/13/2022	Target Business Solutions	Promotional Items	\$ -	1556	\$ 6,938.00	
	Monthly Activity Totals for April 2022		\$ -		\$ 6,938.00	\$22,947.56
	Monthly Activity Totals for May 2022		\$ -		\$ -	\$22,947.56
	Monthly Activity Totals for June 2022		\$ -		\$ -	\$22,947.56
07/21/2022	LEADSONline	Inv System for Detective Bureau	\$ -	1557	\$ 3,319.00	
	Monthly Activity Totals for July 2022		\$ -		\$ 3,319.00	\$19,628.56
	Monthly Activity Totals for August 2022		\$ -		\$ -	\$19,628.56
09/12/2022	City of Columbus - Seizure fund disbursement	18CR3057-3064	\$ 5,092.83		\$ -	
09/14/2022	Dell	Roll call and training room computers	\$ -		\$ 4,407.20	
	Monthly Activity Totals for September 2022		\$ 5,092.83		\$ 4,407.20	\$20,314.19
	Monthly Activity Totals for October 2022		\$ -		\$ -	\$20,314.19
	Monthly Activity Totals for November 2022		\$ -		\$ -	\$20,314.19
	Monthly Activity Totals for December 2022		\$ -		\$ -	\$20,314.19
Total Deposits and Expenditures for 2022			\$ 5,127.83		\$14,664.20	

**FAIRFIELD COUNTY SHERIFF'S OFFICE
RECONCILIATION OF BANK CHECKING ACCOUNT
FOR LAW ENFORCEMENT TRUST FUNDS
UNIFIED BANK A/C# 40000718
FOR THE MONTH ENDING on December 31, 2022**

Balance per bank statement 12/31/22 \$ 20,314.19

Less outstanding checks:

<u>Check #</u>	<u>Date</u>	<u>Payee</u>	<u>Amount</u>
----------------	-------------	--------------	---------------

Total Outstanding Checks

\$ -

Adjusted Bank balance as of 12/31/22

\$ 20,314.19

Balance per checkbook @ 12/31/22

\$ 20,314.19

Reconciling items:

Add Interest earned

\$ -

Less Service charge

\$ -

Total Reconciling Items

\$ -

Adjusted Check Book Balance @ 12/31/22

\$ 20,314.19

Difference

\$ -

TOTAL PENDING ITEMS

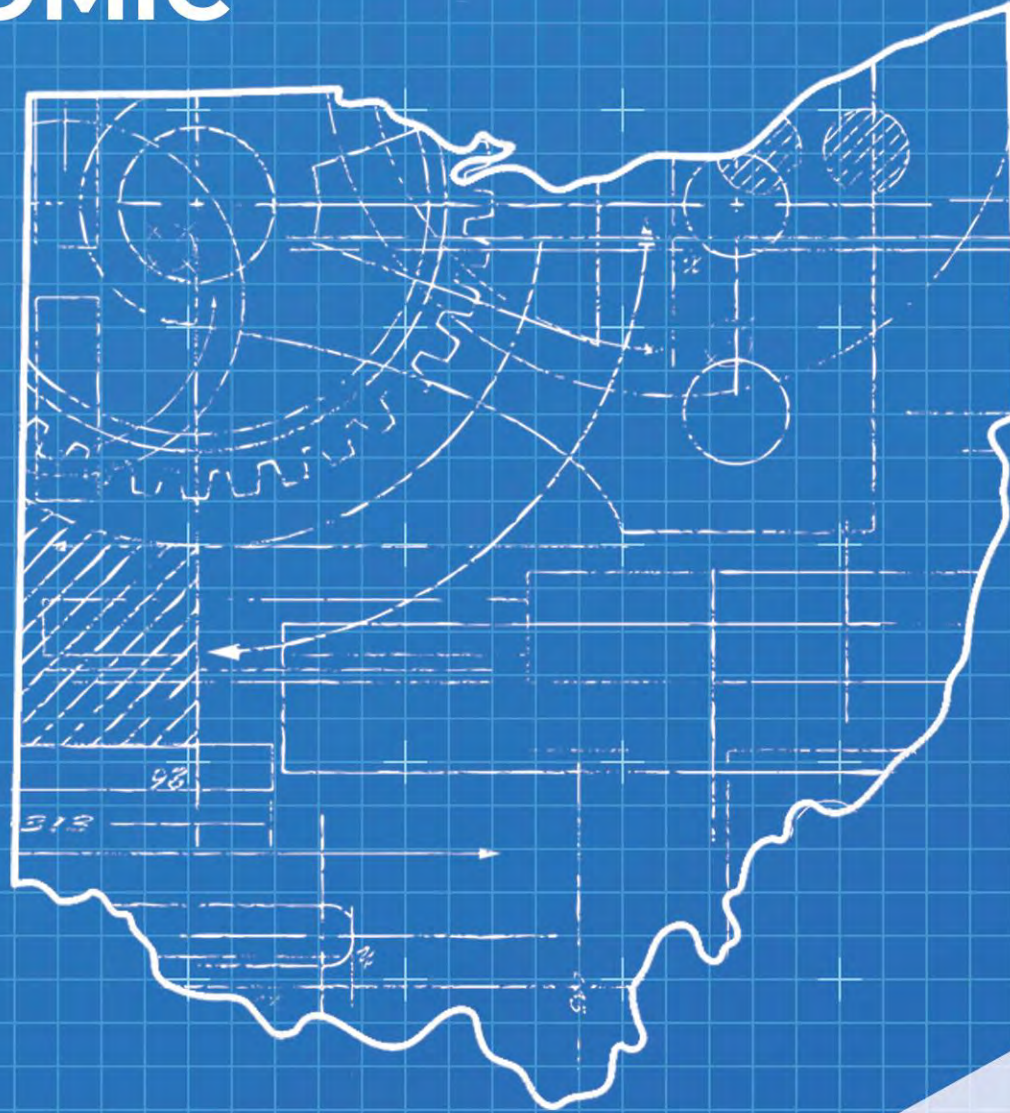
\$ -

BALANCE AFTER PENDING ITEMS

\$ 20,314.19

BLUEPRINT FOR OHIO'S ECONOMIC FUTURE

OCTOBER 2022



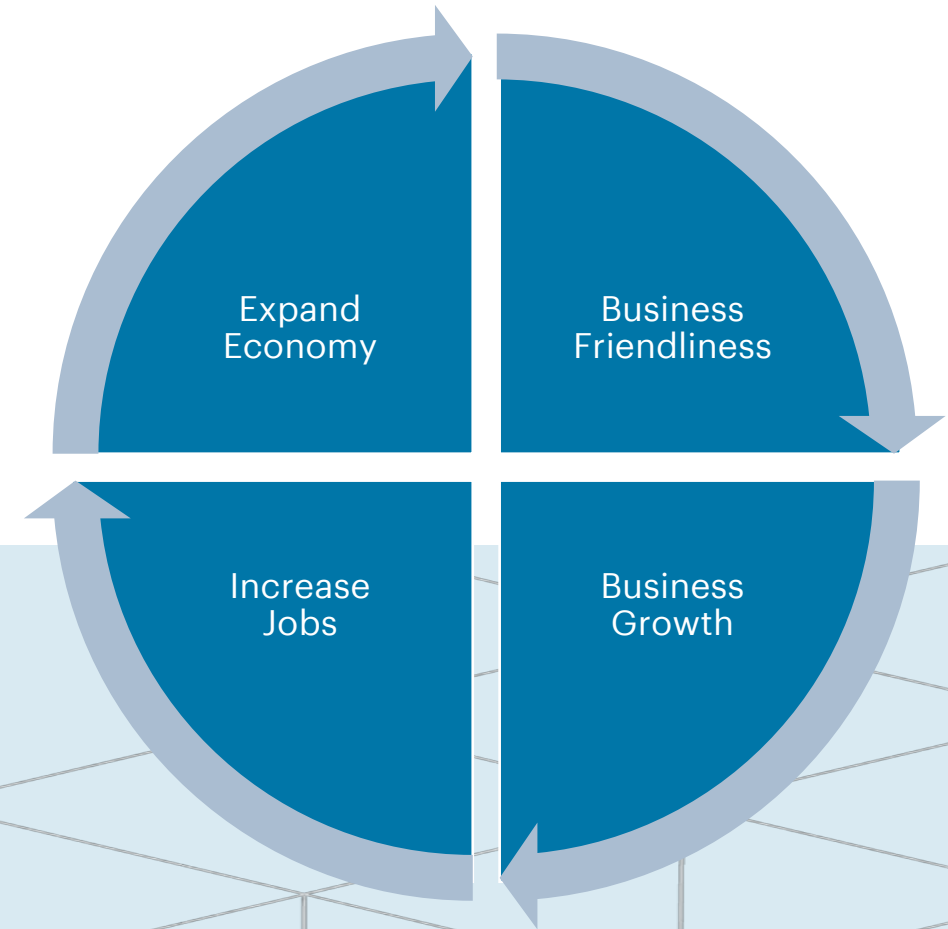
The Ohio Chamber of Commerce's Vision: Make Ohio the best place to do business

The State of Ohio, like the nation, is navigating complex challenges that include a decline in its population, persistent urbanization, a lack of childcare resources, and a shortage of talent in its workforce.

Recent national rankings—which placed Ohio near the bottom of the pack in terms of business friendliness (47th) and tax burden (37th)—underscore the importance of addressing these challenges. The state is at a critical juncture, with an urgent need to move forward. Ohio must take steps now to remain one of the most competitive states for businesses while laying the foundation for future growth.







Goals

- The Ohio Chamber of Commerce is the leading Ohio business advocacy and resource, supporting free enterprise, economic competitiveness, and growth for the benefit of all Ohioans
- Create policies aligned with OCC goals to strategically position Ohio as a competitive place of business.
- Develop a **pro-active advocacy effort** to improve Ohio's business climate and economic opportunity



Understanding Key Drivers of Opportunity

The Ohio Chamber of Commerce set out with the initial goal of understanding various rankings of business-friendly states, in order to identify where we can make improvements to effectively ‘move the needle’ on Ohio’s rankings. We organized national rankings into Levers and Indicators to be able to cross-reference comparable categories.

Levers	Indicators	Levers	Indicators
Education & Workforce 	<ul style="list-style-type: none">• Workforce Participation/ Labor Supply/ Barriers• K-12 Education• Higher Education	Sense of Place 	<ul style="list-style-type: none">• Public Health• Affordability & Housing• Economic Opportunity• Recreational Amenities
Taxes and Costs 	<ul style="list-style-type: none">• Tax Burden• Cost Of Doing Business• Fiscal Stability	Innovation & Collaboration 	<ul style="list-style-type: none">• Venture Capital• Start-ups And Entrepreneurship• Modernization & Data Privacy• Research And Development• Patents
Business Friendliness 	<ul style="list-style-type: none">• Regulatory Landscape• Occupational Licensing• Legal Climate• Economy• GDP Growth	Infrastructure 	<ul style="list-style-type: none">• Energy/Utilities• Internet Accessibility• Roads and Bridges• Transportation

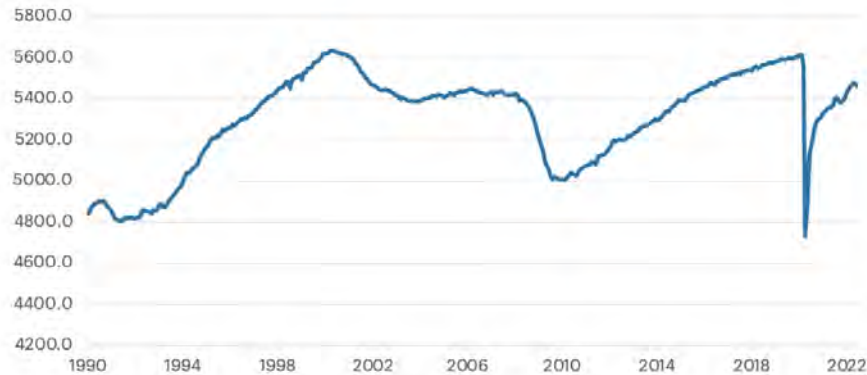


01 EDUCATION & WORKFORCE

Ohio still needed over 62,000 employees to return to February 2020 employment numbers, as of July 2022

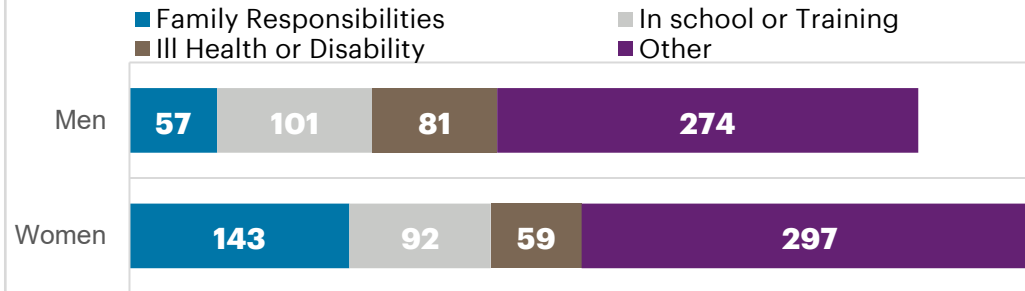
Over the past decade, Ohio hit a peak of 5.6 million total employees, both in the early 2000s and right before the pandemic. Ohio's labor force began recovering from the pandemic earlier than initially thought. While the total number of employees has increased significantly since early 2020, as of July 2022, Ohio still needs over 62,000 additional employees to reach its pre-pandemic total employment.

Ohio's Total Employment Over Time



Source: Accenture analysis of Bureau of Labor Statistics Total Employment

US Barriers to Finding a Job, Other Than Discouragement (May 2022, in thousands)

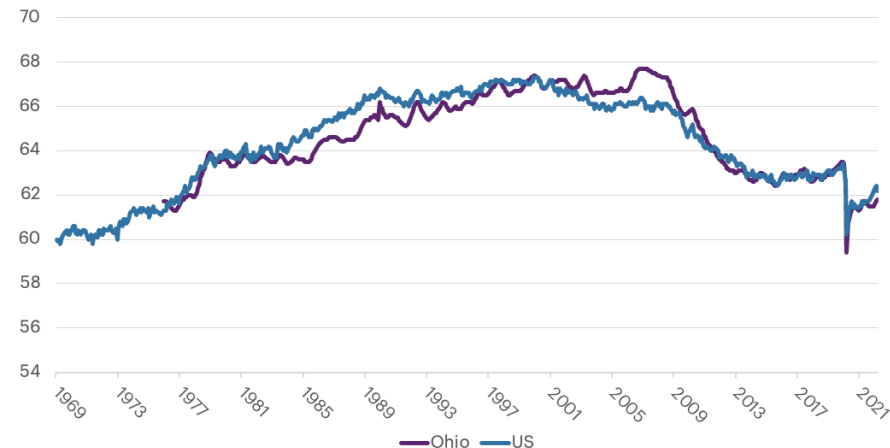


Note: Other includes those who did not actively look for work in the prior 4 weeks for such reasons as childcare and transportation problems, as well as a small number for which reason for nonparticipation was not ascertained.

July 2022 Labor Force Participation Rate by State

Florida	59.3%
North Carolina	60.6%
Michigan	60.1%
Pennsylvania	61.7%
Ohio	61.9%
United States	62.1%
Georgia	62.2%
Virginia	63.8%
Texas	63.8%
Minnesota	68.4%

Ohio Labor Force Participation vs National Average, Over Time

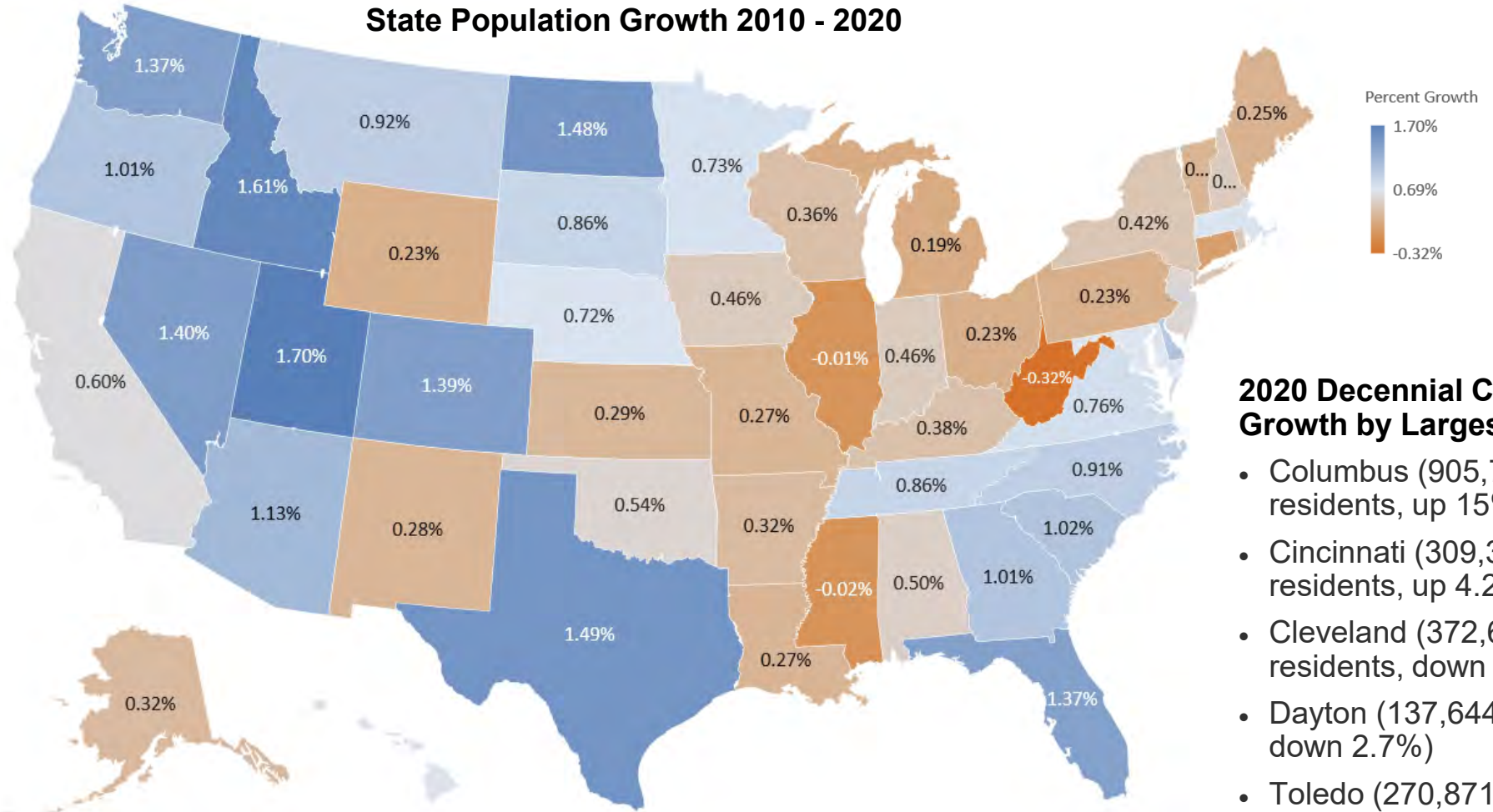


[FRED Labor Force Participation](#),
[FRED Job Postings](#)

Ohio's population has grown 0.23% in the past 10 years and is not keeping up with national averages

15 Fastest growing states (2010-2020 Growth Rate)^[1]

State	Growth Rate
Utah	1.70%
Idaho	1.61%
Texas	1.49%
North Dakota	1.48%
Nevada	1.40%
Colorado	1.39%
Washington	1.37%
Florida	1.37%
Arizona	1.13%
South Carolina	1.02%
Oregon	1.01%
Georgia	1.01%
Delaware	0.98%
Montana	0.92%
North Carolina	0.91%
US Median	0.55%
Ohio	0.23%



2020 Decennial Census Growth by Largest City

- Columbus (905,748 residents, up 15%)
- Cincinnati (309,317 residents, up 4.2%)
- Cleveland (372,624 residents, down 6.1%)
- Dayton (137,644, down 2.7%)
- Toledo (270,871, down 5.7%)

Source: U.S. Census Bureau

Source: Accenture analysis of Bureau of Labor Statistics Current Employment Survey

^[1] [Population Growth Sputters in Midwestern, Eastern States](#)

Ohio's major cities are in the bottom quartile of cities across the nation that support upward mobility

Findings

- The Midwest has faced the sharpest decline of upward mobility over time.
- Only one Midwest city was in the top two quartiles. Pittsburgh was ranked second, Grand Rapids was 29th, and Kansas City was 30th.
- The South also was in the bottom for economic mobility.
- The West and Northeast cities dominated the top rankings.
- Substance use disorders and lagging health quality may be responsible for some stagnation of workforce participation and upward mobility.

Source: [Equality of Opportunity](#)

Upward Mobility Rankings in the 50 Largest Cities

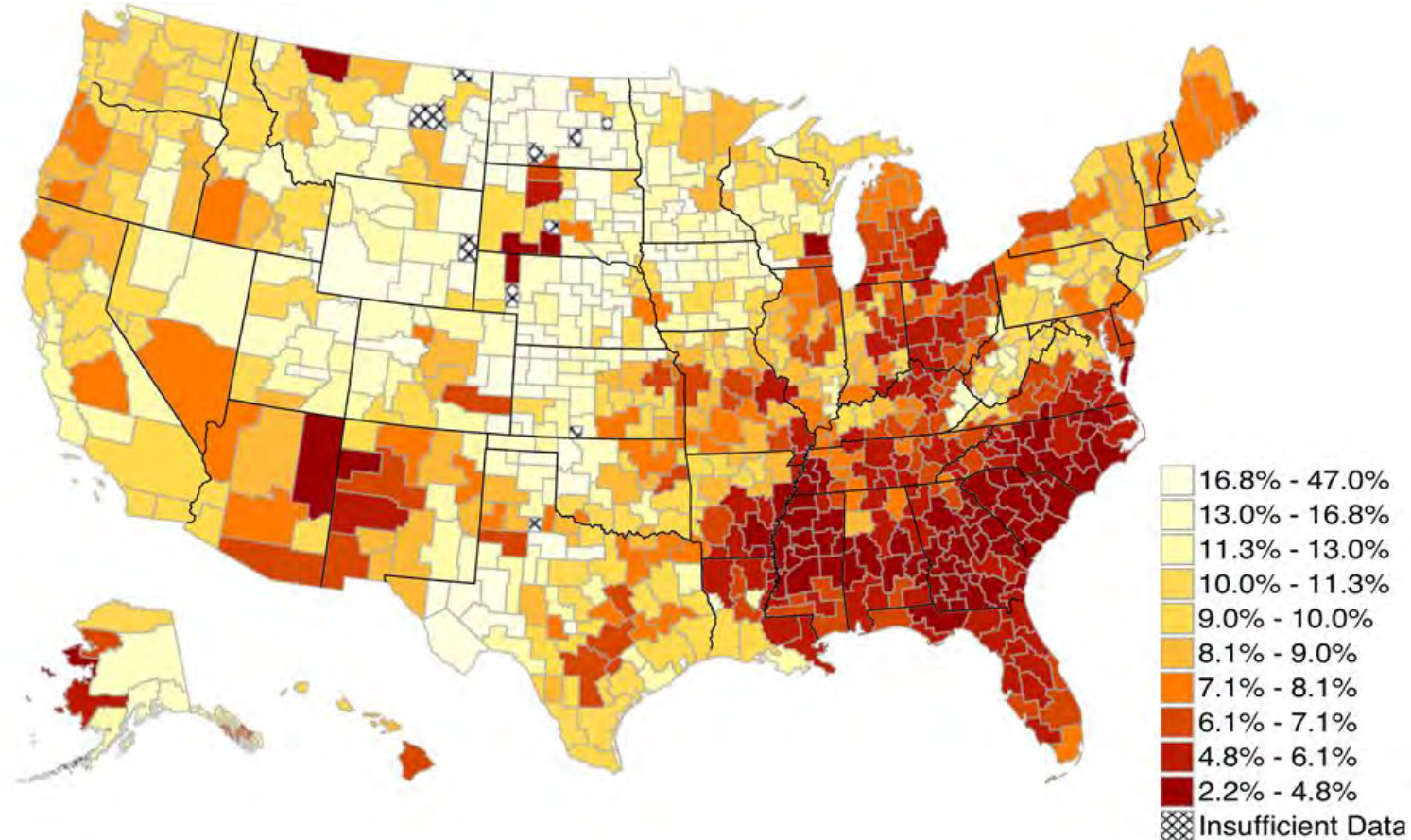
Dayton, Ohio (39th)

Cleveland, Ohio (40th)

Cincinnati, Ohio (43rd)

Columbus, Ohio (44th)

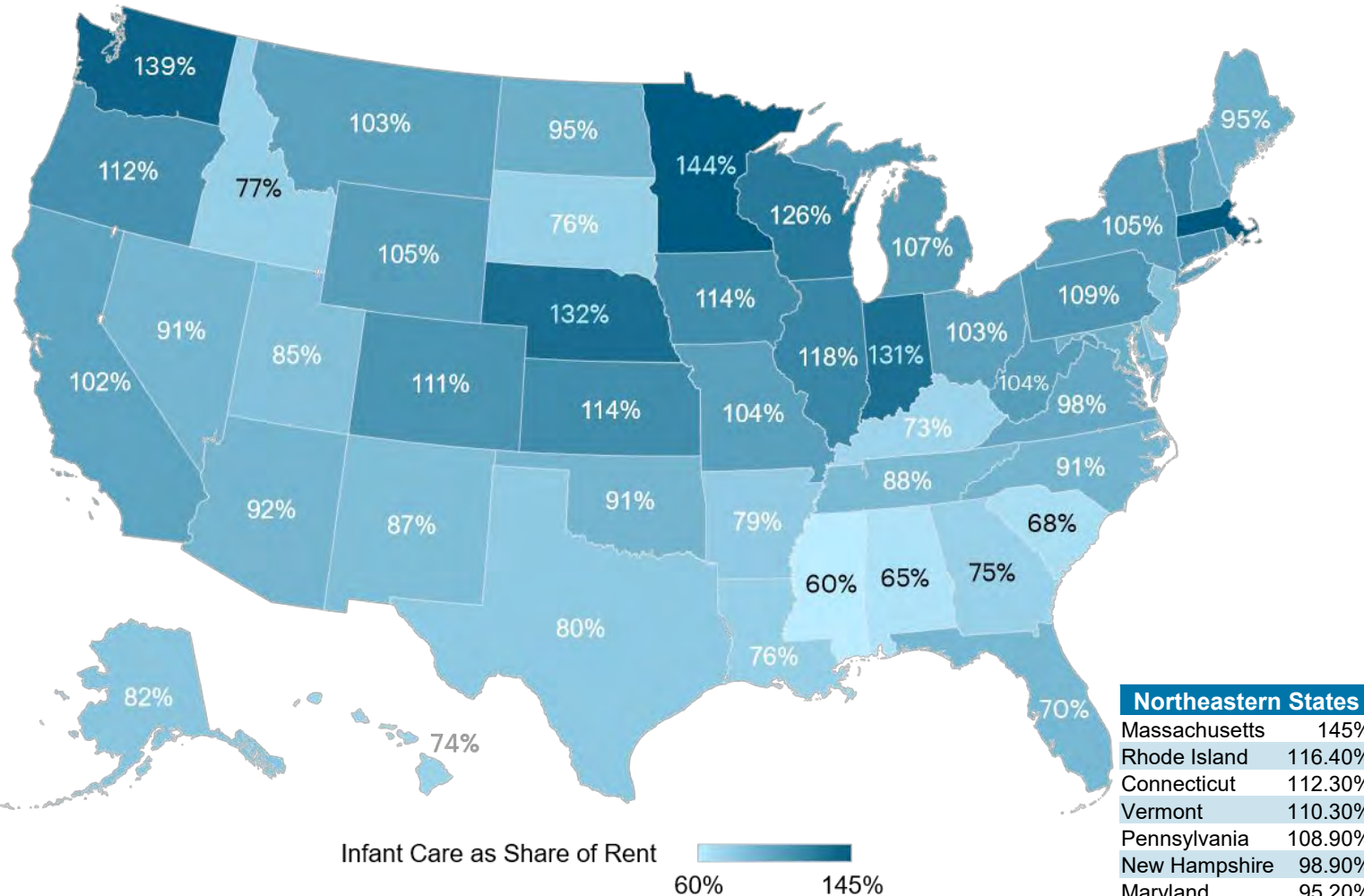
The Geography of Upward Mobility in the United States: Odds of Reaching the Top Fifth Starting from the Bottom Fifth



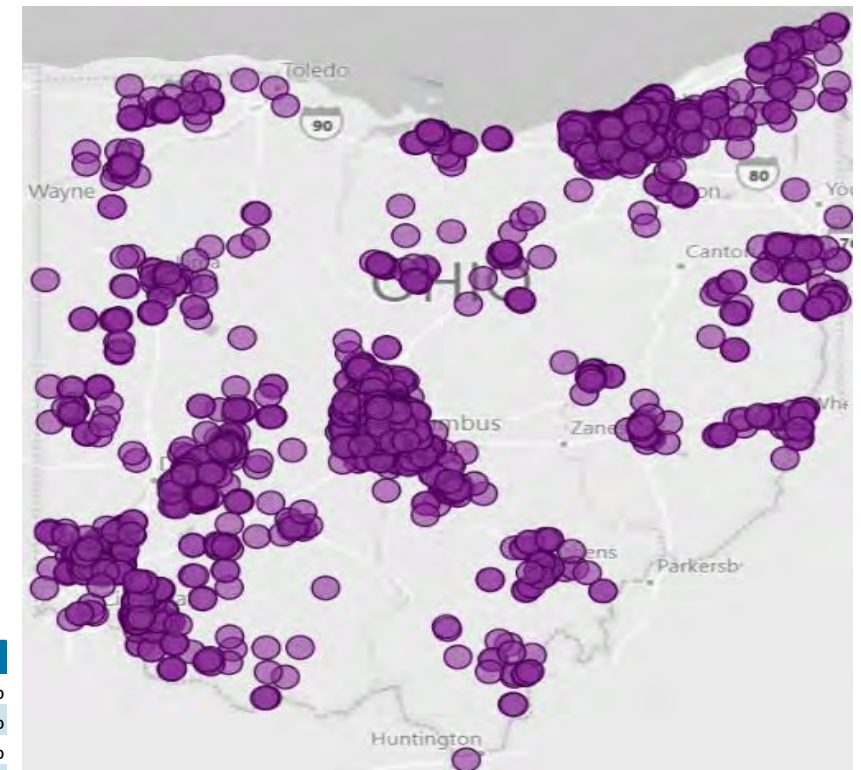
NOTE: Lighter color equals more upward mobility.

Ohio's infant care on average is more costly than rent

A 'childcare desert' is any census tract that contains more than 50 children under age five where no childcare providers are available OR any tract in which there are more than three times as many children as licensed childcare slots.



60% of rural Ohioans live in 'childcare deserts.'



Childcare Locations in Ohio – ODJFS 2020 Data

Education and Workforce Recommendations

Reduce Barriers to Employment

- Remove Childcare as a barrier for caregivers and working parents
- Support workforce participation for individuals with a criminal record
- Support employers to increase recruitment & retention of veterans and employees with physical/mental disabilities
- Pursue strategies to alleviate public assistance benefits cliffs

Expand Education and Job Training

- Ohio Chamber to support and lead a robust Business-Education Network (BEN)
- Promote employer-led work-based training
- Empower the rural workforce through the Ohio BUILDS Program
- Reskill midcareer workers and create opportunities for older workers
- Support efforts to increase labor force participation of 16–24-year-olds

Grow Ohio's Population & Recruit out-of-state workers

- Consider recruitment campaigns, incentives, and advocacy to recruit and retain top talent
- Foster a culture more explicitly supportive and inclusive of foreign workers and international students

Modernize Ohio's Workforce for In-Demand Occupations Now and in the Future

- Focus business recruitment and retention efforts on occupations using Ohio's "Top Jobs List" to ensure adequate labor supply for in-demand jobs
- Promote Computer Science and STEM offerings at the primary, secondary, and post-secondary education levels

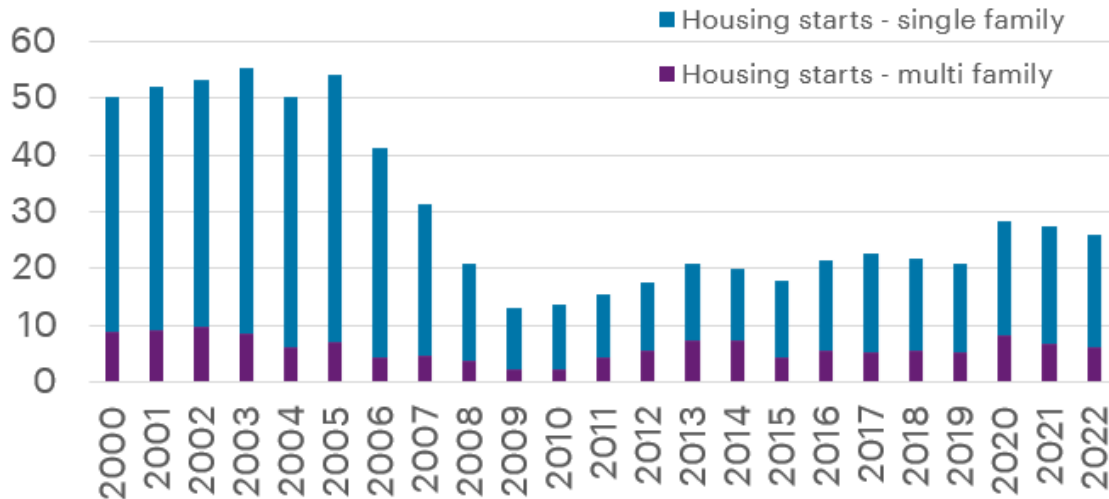
02 SENSE OF PLACE



Lack of housing starts, especially starter home builds, is fueling the housing shortage

In 2020, the U.S. had a housing supply deficit of 3.8 million units.

Housing Starts in Ohio
(thousands)



Shortage of rental homes (affordable and available) for extremely low-income renters

254,545 units

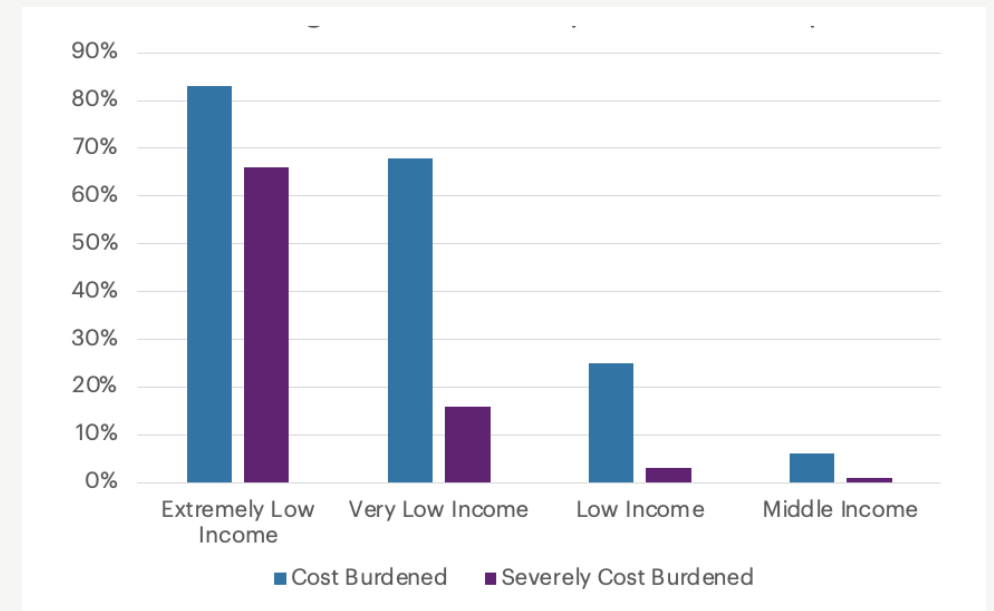
Source: WYSO Rural Ohioans Live in 'Childcare Deserts', [EPI: Child Care Costs](#), [National Low Income Housing Coalition](#), Oxford Economics Housing Starts, [freddiemac.com/research/insight/20210507-housing-supply](#)



Many Ohio households are severely cost burdened by housing costs

Severely cost burdened poor households are more likely than other renters to sacrifice other necessities like healthy food and healthcare to pay the rent, and to experience unstable housing situations like evictions.

Housing Cost Burden by Income Group



Cost Burdened: Renter households spending more than **30% of their income on housing** costs and utilities

Severely Cost Burdened: Renters spending **more than half of their income** are severely cost burdened

Source: [National Low Income Housing Coalition](#)

Ohio ranks 47th on health value out of 50 states and DC

Ohio ranks low for health outcomes
(1st is best, 50th is worst)

- Drug Deaths 47th
- Cardiovascular disease 41st
- Multiple chronic conditions 40th
- Premature death 39th
- Depression 37th
- High Blood Pressure 35th
- Obesity 37th
- Diabetes 37th
- Cancer 34th

[Source: America's Health Rankings, Untied Health Foundation, 2021](#)

[America's Health Rankings analysis of America's Health Rankings](#)
[Health Policy Institute of Ohio](#)

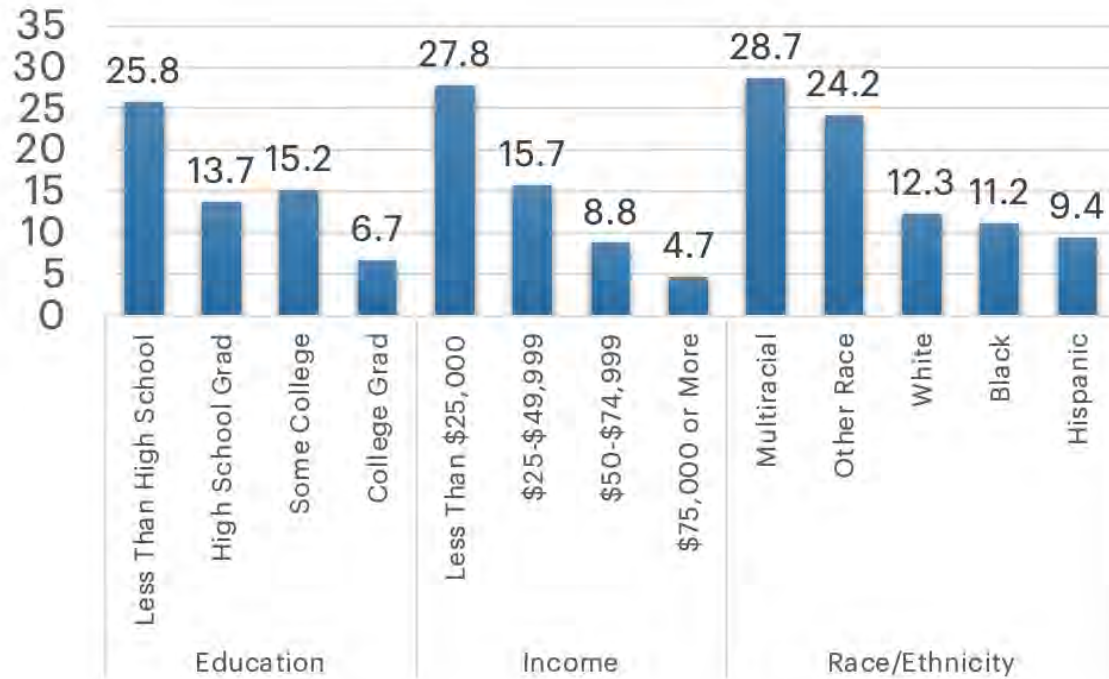


**Public health spending per person
is the fourth lowest in the nation.**



Ohioans who hold less than a high school degree, make less than \$25,000 a year, and/or are multiracial experienced increased probability of having multiple chronic conditions

Percent Of Demographic With Multiple Chronic Conditions (2021)



Researchers have noted a clear connection between low health rankings and low rates of workforce participation and higher rates of government programs. One national estimate suggests that up to 40% of prime working-age men not in the workforce have a health condition that may prevent them from working.

[Where Have All the Workers Gone? An Inquiry into the Decline of the U.S. Labor Force Participation Rate, NIH, 2017](#)

Source:

[2018 Health Care Cost Institute](#)
[America's Health Rankings analysis of America's Health Rankings.](#)
[Health Policy Institute of Ohio](#)

Sense of Place Recommendations



Improve Affordability that Allows for Generational Wealth Building

- Make dedicated efforts to increase home ownership
 - First-Time Home Buyer Savings Act
 - Ohio Affordable Housing Tax Credit Program
- Make efforts to provide affordable rent

Improve Health Outcomes and Address Drug Crisis

- Increase residents' ability to access care by improving and enhancing delivery systems
- Make efforts to eliminate health disparities via targeted outreach to at-risk communities
- Increase awareness and access to addiction treatment, harm reduction, and mental health services
- Incentivize long-term care insurance among younger Ohioans

Further Understand Opportunities for Ohio's Natural Amenities

- Capitalize on Ohio's unique features including parks, libraries, and museums etc. for compelling first impressions
- Utilize public-private partnerships to maximize economic opportunity in conjunction with recreational assets



03 TAXES AND COSTS

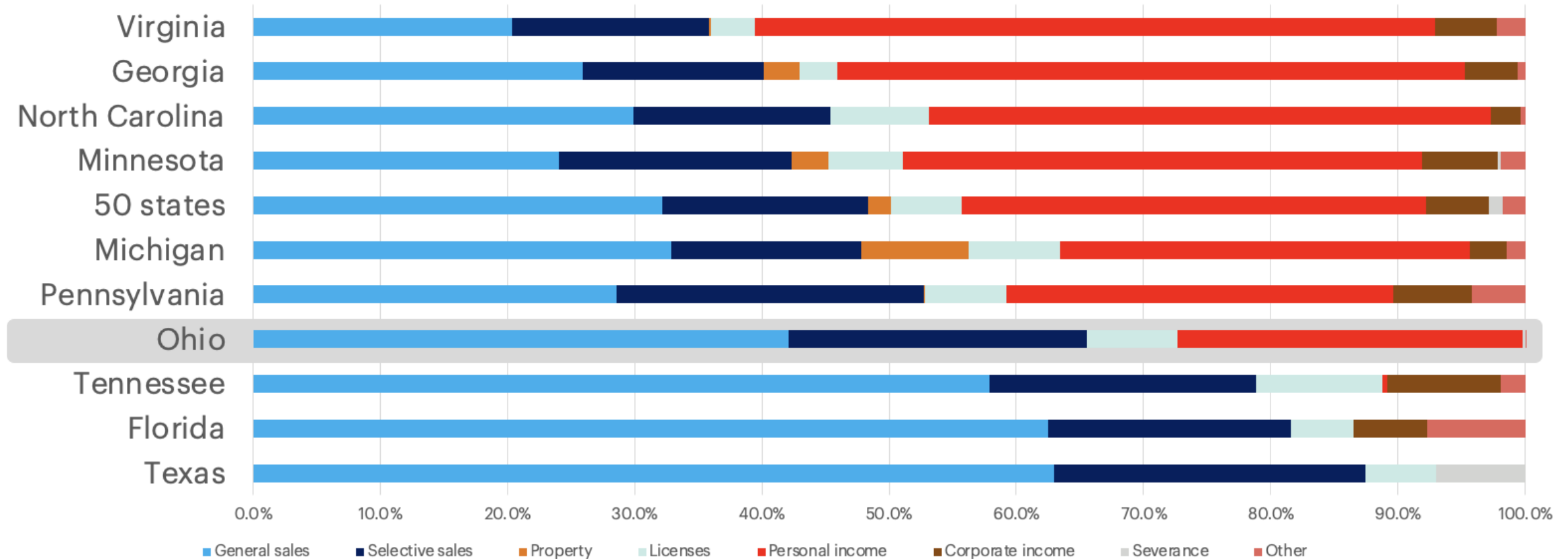


How does the state government raise its tax dollars?

Consumption vs. Income Tax Reliance

Ohio is most reliant on general sales, selective sales, and personal income tax. Tennessee, Florida, and Texas do not tax personal income.

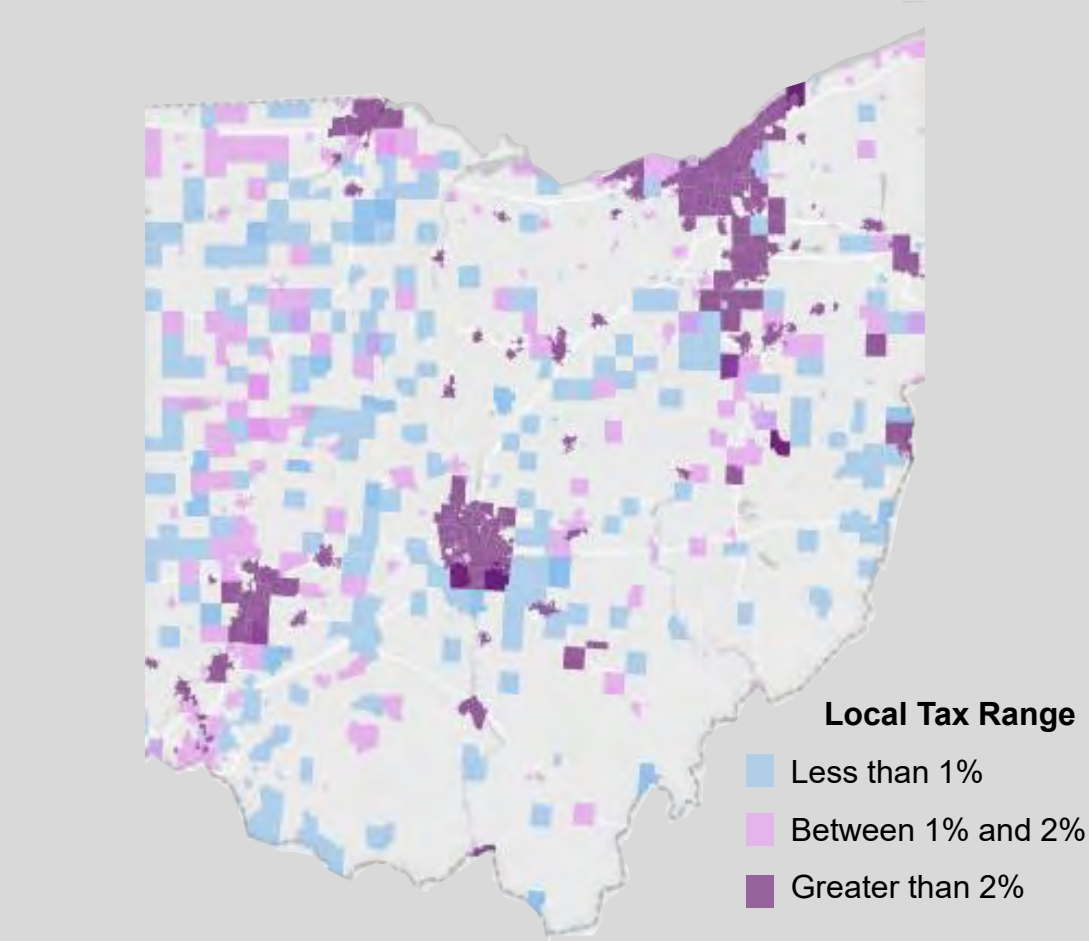
Mix of Tax Source, by Dependence



Source: [Pew: How States Raise Their Tax Dollars](#)



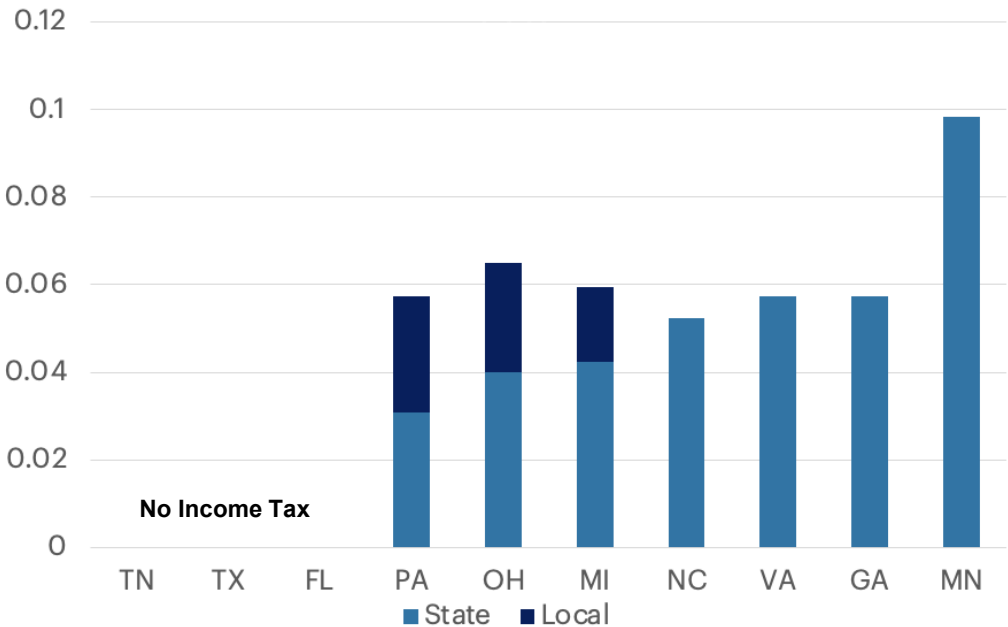
More than 3.2M Ohioans pay an additional 2% or more for local income tax on top of state income tax



Only 17 states statutorily allow local jurisdictions to impose a local income tax. Ohio has the second-highest number of local Income Tax Jurisdictions in the nation.

State	Total Number of Local Tax Jurisdictions
Pennsylvania	2,978
Ohio	848
Indiana	98
Michigan	23
GA, FL, MN, NC, TN, TX, VA	0

Highest Tax Bracket plus Median Tax of Most Populous Cities



Source: [The Finder - Muni Rate Database Table Instructions \(ohio.gov\)](#), [U.S. Census Bureau QuickFacts: United States](#) (2020)



Taxes and Costs Recommendations

Target Comprehensive Tax Reform

- Conduct a comprehensive review of state and local tax liabilities for businesses, including: property, sales and excise, gross receipts, local net profit, corporate license, unemployment insurance, and individual income taxes paid by owners of pass-through entities
- Perform a review of incentives to ensure they attract and retain business operations in Ohio
- Analyze any proposed tax changes to consider the impact on services that benefit businesses and communities, such as education, public safety, and infrastructure

Improve the Municipal Tax Complexity and Burden

- Pursue uniformity of tax rates and tax filing requirements to reduce the complexity and compliance of municipal income tax
- Address municipal workplace vs. residence tax withholding as this creates an administrative burden for the employer
- Ensure any reforms provide municipalities with adequate funding for key local services

Conduct Further Analysis on the Business Gateway's Impact on Businesses

- Create robust one-stop shops, including conducting further analysis on the Ohio Business Gateway, to better relieve the administrative burden of taxes, licenses, and fees on businesses.



04 INNOVATION AND COLLABORATION

Ohio has lower amounts of small business lending than other comparison states

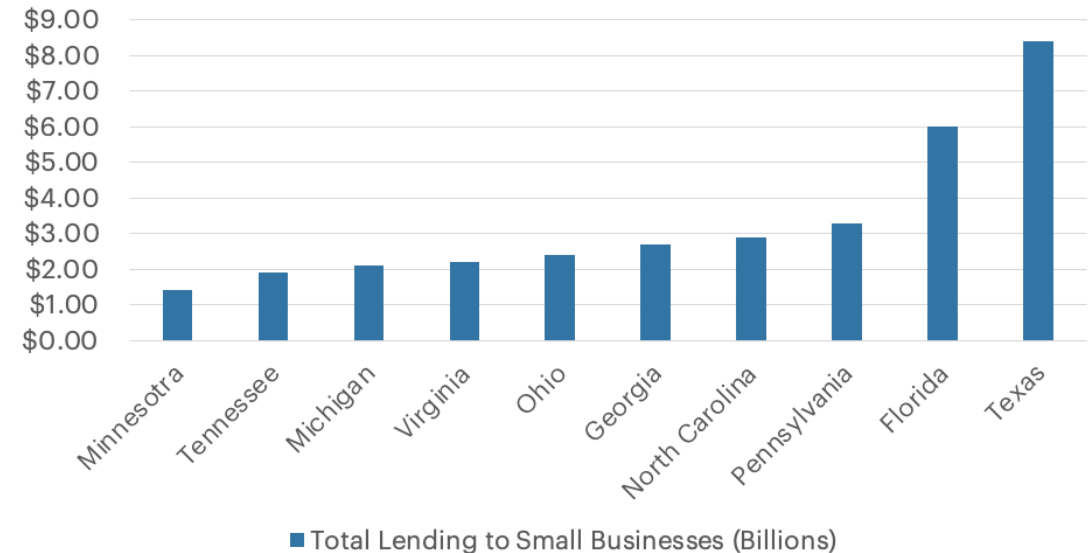
- Ohio **small business lending** (to businesses with under \$1 million revenue) has decreased since the early 2000s, but has stayed flat in the last 10 years.
- Texas and Florida are **outliers with significantly higher levels of lending**.
- Ohio performs similar to other **Midwestern** states (MI, MN).

New lending to businesses with revenues under \$1 Million



Source: [U.S. Small Business Administration Office of Advocacy, CRA Aggregate Data](#) (FFIEC)

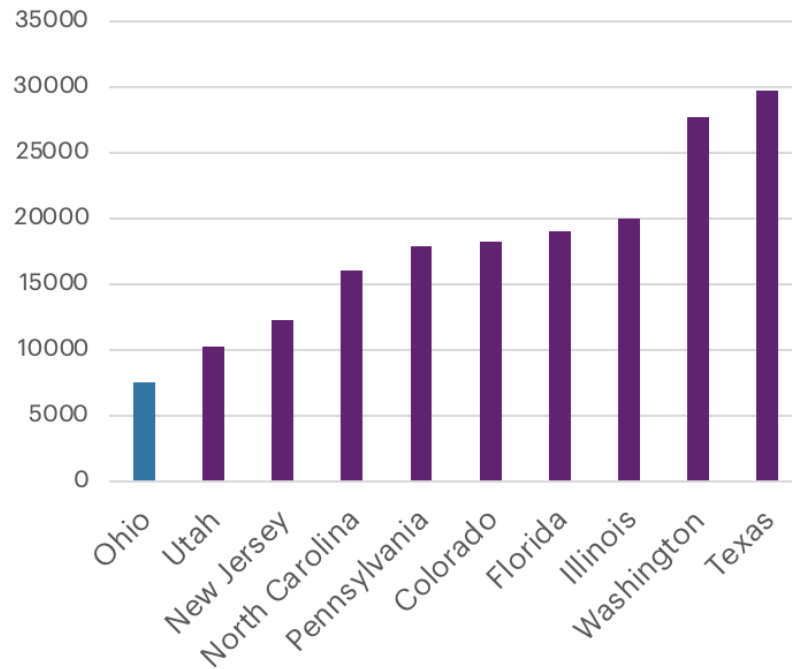
Total Lending to Small Businesses (Billions)



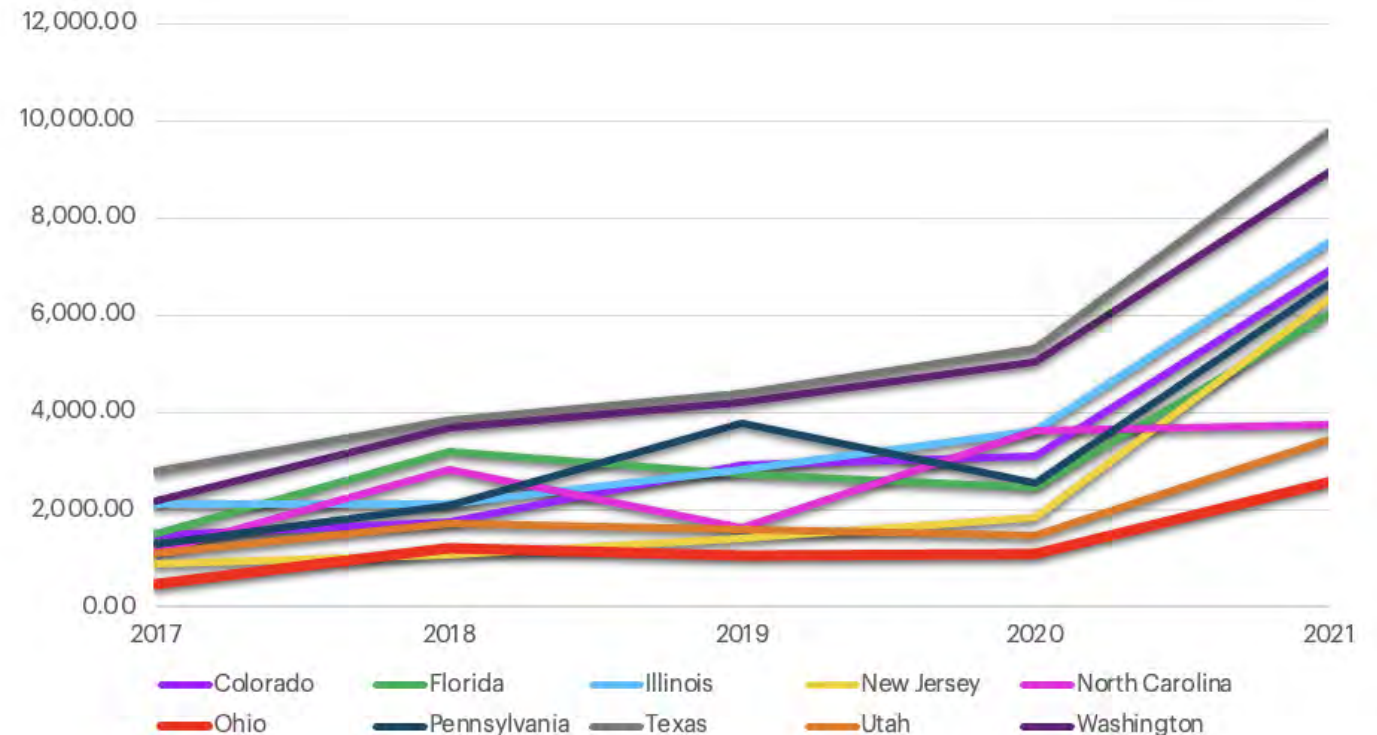
Although venture capital investments in Ohio have increased, they are not growing at the same rate as in other competing states

The state accounted for just \$1.5 billion of \$156 billion in U.S. VC investments in 2020 – or **1%**, up from 0.6% five years ago. In 2021, Ohio had a **record-breaking** year in venture capital (\$2.37B, 180+ deals, 103% increase from 2020). Nationally, 2021 was a record-breaking year for venture capital investment.

VC Funding by State Past 5 Years (\$M)



VC Funding by State (\$M)

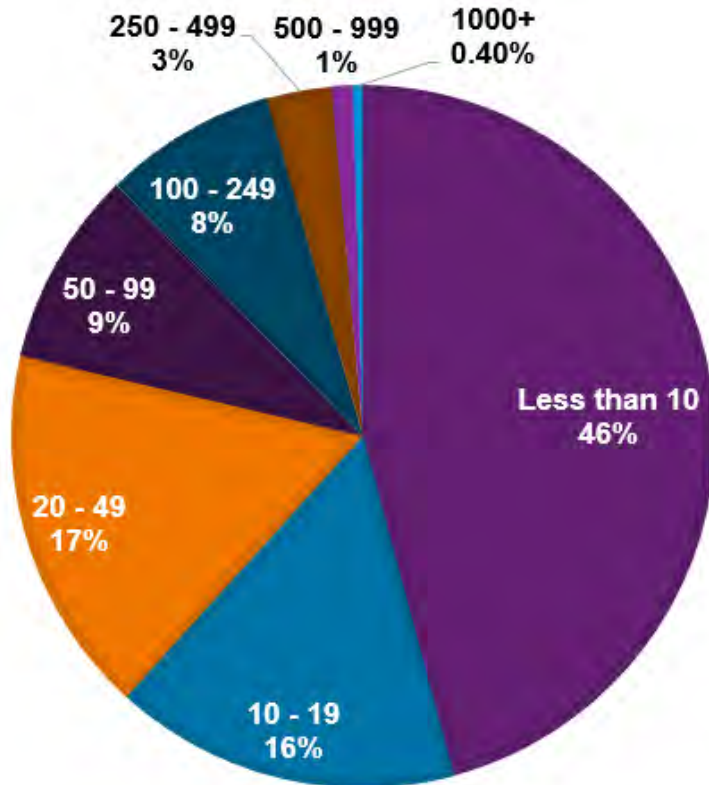


Source: Pitchbook

Manufacturing in Ohio

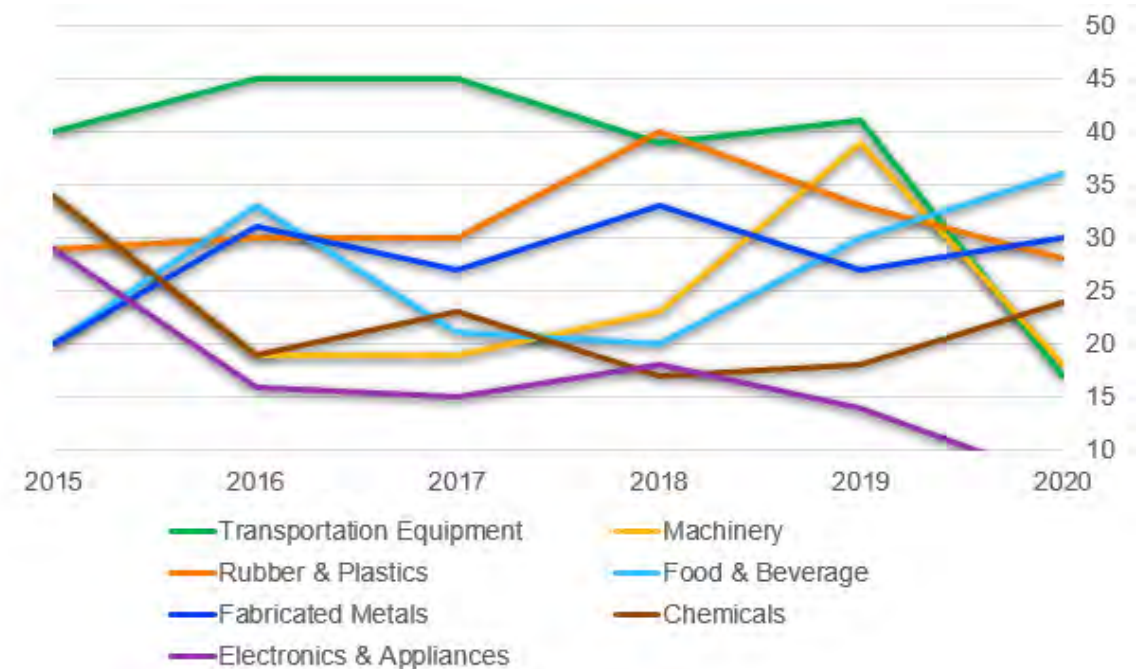
Manufacturing leads Ohio industries at 17.5% contribution to Ohio's Gross Domestic Product in 2020 at \$105.3 billion

Percent of Firms by Number of Employees



Almost 50% of Ohio manufacturing firms employ fewer than 10 people, while 0.4% of firms employ 1,000 or more people

New Manufacturing Project Investments by Industry



In 2020, **Food and Beverage** and **Fabricated Metals** projects led Ohio's new manufacturing investment projects



Innovation and Collaboration Recommendations

Expand Venture Capital

- Continue to expand venture capital and private equity investments throughout Ohio and to a wider array of industries and types of startups by:
 - Incentivizing firms to provide additional investments in early and later stage deals
 - Help prepare/support small businesses to receive those investments and advance their business
- Consider the creation of an Ohio-focused “fund of funds”

Increase Small Business Support

- Advocate and advertise small business development centers and Innovation Districts
- Enhance small business activity tracking
- Create support programs that provide low (or no) interest loans and grants to small businesses

Transition Manufacturers to Modern Equipment

- Support manufacturers to realize greater efficiencies and higher output through innovative advancements
- Adopt a manufacturing readiness grant program

Enact Balanced and Comprehensive Data Privacy Legislation

- Examine comprehensive data privacy legislation to:
 - Equip Ohioans with consumer rights and recourse related to their personal data
 - Promote a business environment that incentivizes implementation of cybersecurity protections of sensitive information



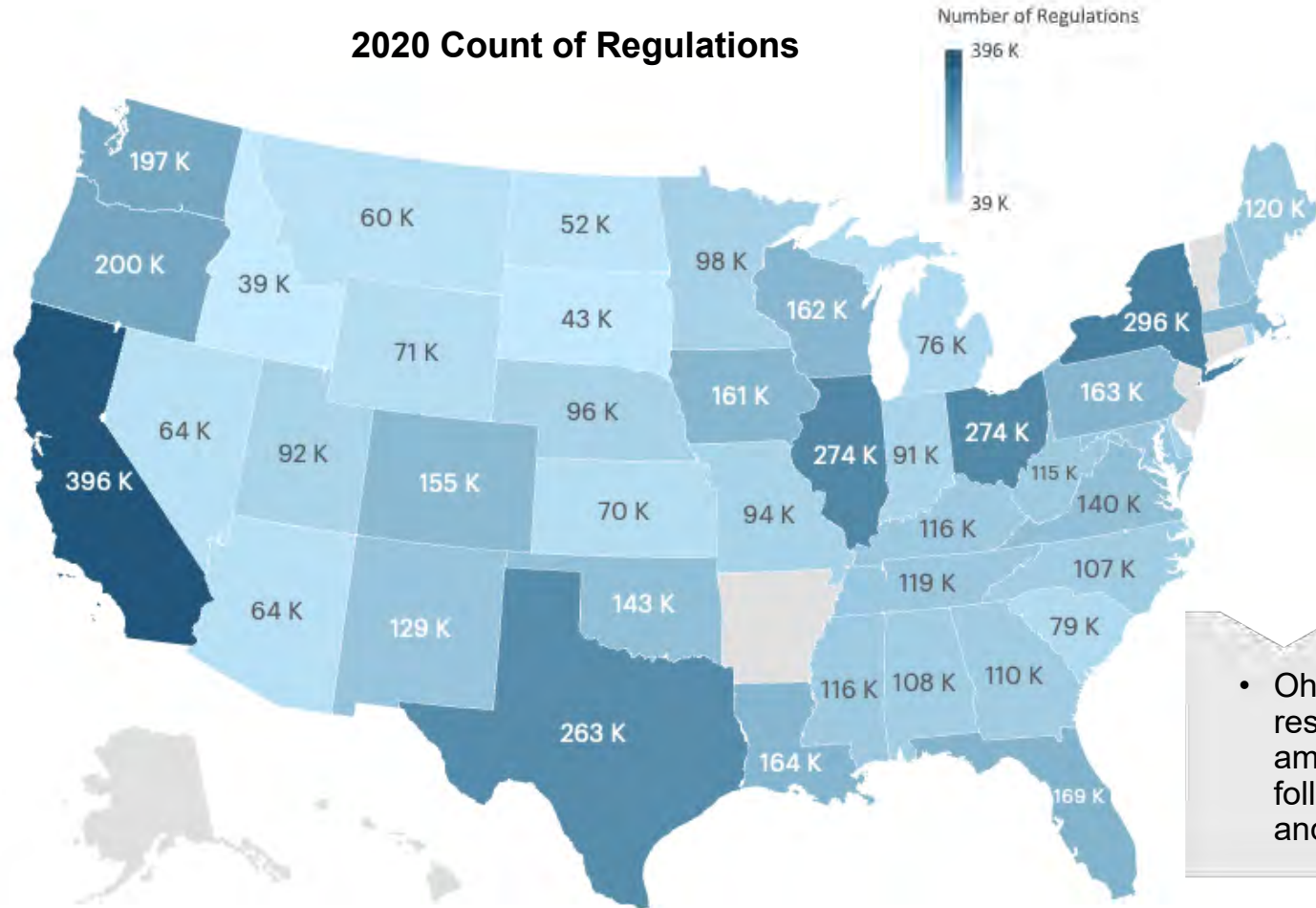
05 BUSINESS FRIENDLINESS

Why is Ohio's Regulatory Landscape ranked so low?

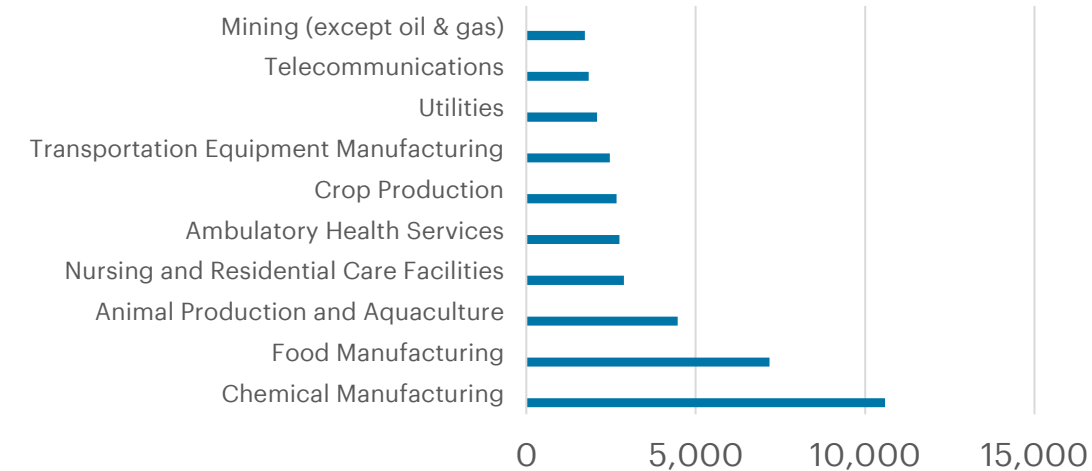
Many sources used the Mercatus Center findings as part of its Regulatory Definition, in this ranking Ohio is 47th



2020 Count of Regulations



Top Ohio Industries Targeted by State Regulations



- Ohio ranks the highest for restrictions and number of words among our comparison states, followed closely by Texas, Florida, and Pennsylvania.
- Restrictions are instances of the words and phrases "shall," "must," "may not," "required," and "prohibited" within a regulation.

Source: [Quantifying Regulation in US States](#)

Business Friendliness Recommendations

Expand Cleanup of Regulatory Policies

- Revisit current cleanup efforts through Cut Red Tape Ohio and the Common Sense Initiative in order to maximize impact.
- Review and reduce occupational licensing restrictions where applicable
- Mitigate lawsuit abuse against businesses

Create Efficiency and Transparency of License and Permit Applications

- Examine the coordination of all licenses and permits across governmental layers, to determine where duplicative efforts create burden and identify opportunities for standardization
- Improve transparency in the application process, with links to direct contact information, timelines for completions at each stage, costs, and the number of procedural steps related to each application
- Reduce licensing or permitting barriers to entry for those opening or relocating a business to Ohio



06 INFRASTRUCTURE

Ohio Consumes More Electricity Than It Generates

Ohio is a top 10 state for net electricity generation; however, Ohio is also the **second-largest** electricity importer.

On average, Ohio generates

3,186.94

trillion Btu

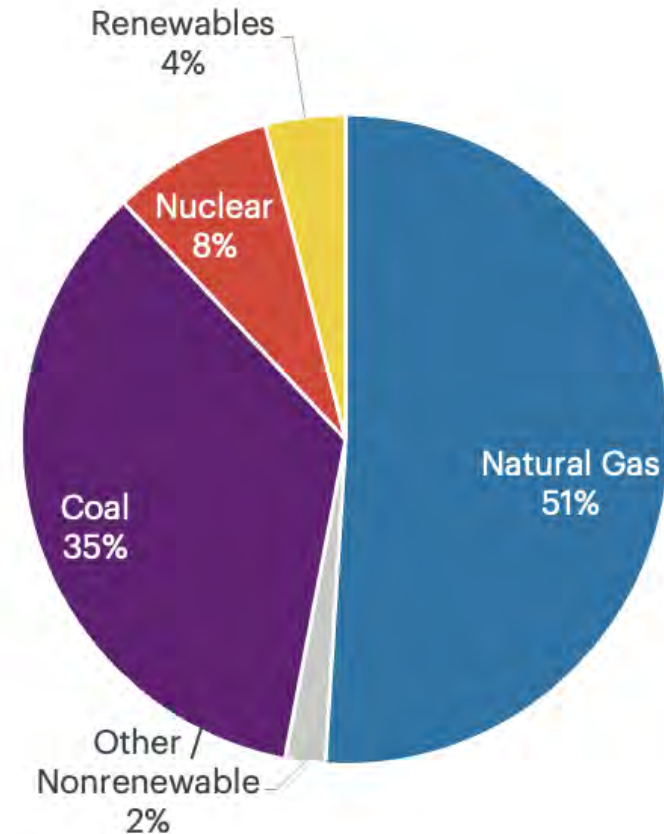
On average, Ohio consumes

3,404.48

trillion Btu

- On average, Ohio **imports 25%** of its electricity needs.
- PUCO forecasts a **4.32% increase** in electricity needs from 2019 to 2039.
- Industrial sector accounts for **1/3 of consumption**.

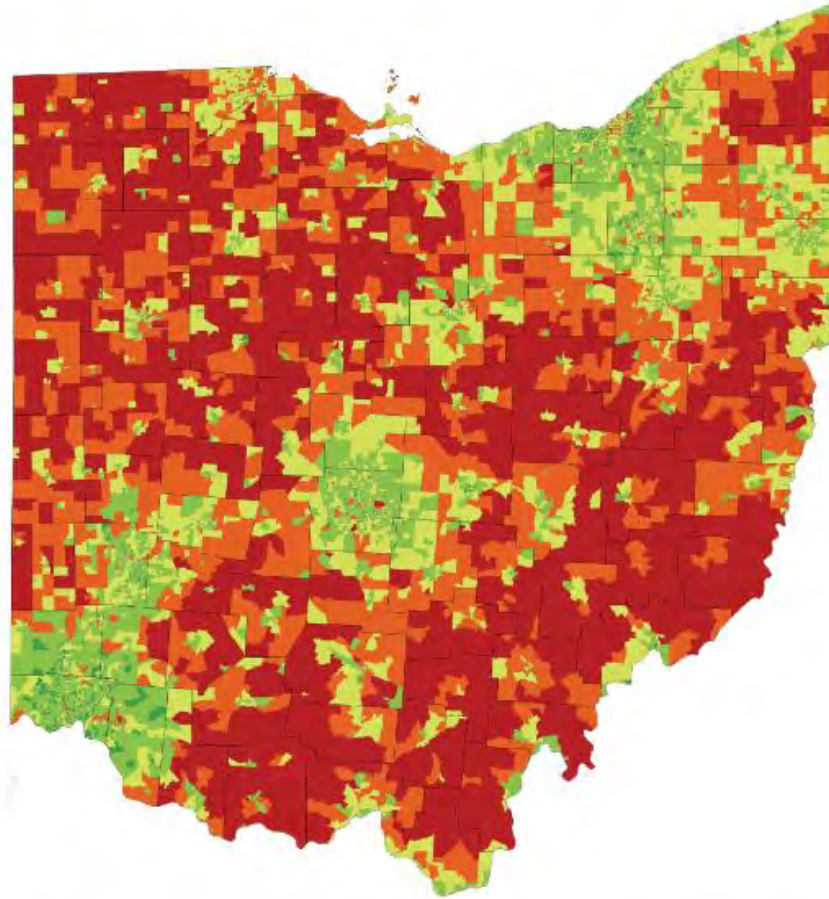
Ohio Electricity Generation Capacity by Source



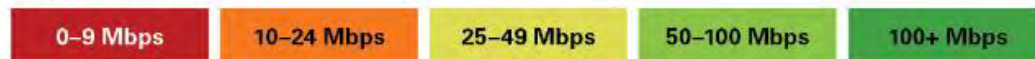
Source:

[Ohio Long-Term Forecast of Energy Requirements, 2021 Report Card for Ohio's Infrastructure \(infrastructurereportcard.org\)](#)), [ESIG-Redefining-Resource-Adequacy-2021.pdf](#), [United States - U.S. Energy Information Administration \(EIA\)](#), [U.S. Energy Information Administration - EIA - Independent Statistics and Analysis](#)

Digital Divide Continues to Throttle Opportunity



Key: Internet Speeds



[BroadbandOhio: Ohio's Broadband Availability Gaps](#)

Ohio is anticipated to receive over **\$1 Billion** in federal funds for Broadband

Approximately

1 Million Ohioans

lack residential access to fast, reliable high speed internet service



Infrastructure Recommendations

Improve Energy Transmission and Distribution Systems

- Harden the grid to offer quick recovery in the face of weather and peak demand
- Improve access to natural gas in constrained urban and rural areas to meet current needs and demands for future growth
- Increase and diversify electric generation in Ohio to support consumption needs

Advocate for Transportation Improvements

- Hold a statewide roundtable with Ohio transportation/transit agencies to understand and prioritize areas of opportunity and infrastructure-based needs
- Advocate for airport capacity expansion and direct flight offerings
- Explore innovative ways to connect rural and suburban residents to economic centers
- Educate the business community on employer led transportation options

Improve Broadband Access

- Continue making progress in the Ohio Broadband Strategy
- Identify funding opportunities to improve/update broadband infrastructure
- Provide grants to assist homeowners with individual line extensions

Conclusion

The Ohio Chamber of Commerce operates with a simple and compelling vision: Making Ohio the best place in which to do business anywhere in the world. At the core of its mission, the Ohio Chamber of Commerce is dedicated to promoting pro-business policies and to advocating for growth to benefit all Ohioans. We undertook this study to help identify ways to improve Ohio's business climate.

This study will serve as the basis for a 10-year legislative agenda. We feel that it highlights key areas of opportunity that will create positive change for businesses throughout the state. We have taken a data-driven approach and have worked to understand the driver of national business rankings.

The Chamber intends to build upon this work with additional research studies and by turning recommendations into legislative proposals. We will advocate for the solutions presented in this document with policy makers and executive administrations over the next 10 years.

Progress towards these goals will be recorded and will include periodic updates and reports to policymakers across Ohio and to the broader business community.



With your support, we will improve our business climate and grow our economy for the benefit of all Ohioans

Thanks
for your generosity
this holiday season!



Aunie & staff,

We wanted to thank you for
your continued support & generous
donations for the Holiday Donation
Drive.

Thanks for all you do!

Sincerely,
Heather +

The entire Protective Services Dept.

Mr. Bennet Niceswanger
Fairfield County Commissioners
210 E. Main Street Room 301
Lancaster, OH. 43130

January 24, 2023

Mr. Nicewanger,

I respectfully request our county commissioners' attendance at the meeting being held on Wednesday, February 1, 7:00 pm, at the Pleasantville Community Center. The Walnut township trustees have invited Dale Arnold, Director of Energy Policy for Ohio Farm Bureau Organization to speak about the solar energy issue. The Farm Bureau has taken a neutral stance regarding this issue and Mr. Arnold is very knowledgeable. The commissioners' attendance would be greatly appreciated.

Sincerely,
Melissa Hoover Connor



7710 Cattail Road NE
Pleasantville, OH. 43148
614-374-1352

BASIL WESTERN ROAD IMPROVEMENTS

PROJECT
PROFILE

The Basil Western Road Improvements project aims to update traffic infrastructure to Hill Road, Kings Crossing, and Basil Western Road. This is inspired from the multiple prospective projects occurring in this area of Violet Township. These road improvements involve a roundabout at Kings Crossing and Hill Road, and an additional lane on Basil Western Road.

Prioritized as a project of
FAIRFIELD COUNTY

Project Type:
Transportation - County Roads

Estimated Cost:
\$10 million

Lead Agency:
Fairfield County Transportation Improvement District

Project Contact:
Mitch Noland: Fairfield County Deputy Engineer
mitch.noland@fairfieldcountyoio.gov

Partner Agencies:
Fairfield County Commissioners, Violet Township, Canal Winchester, Fairfield County Port Authority

Jobs Supported:
Supports Warehousing Industry Jobs

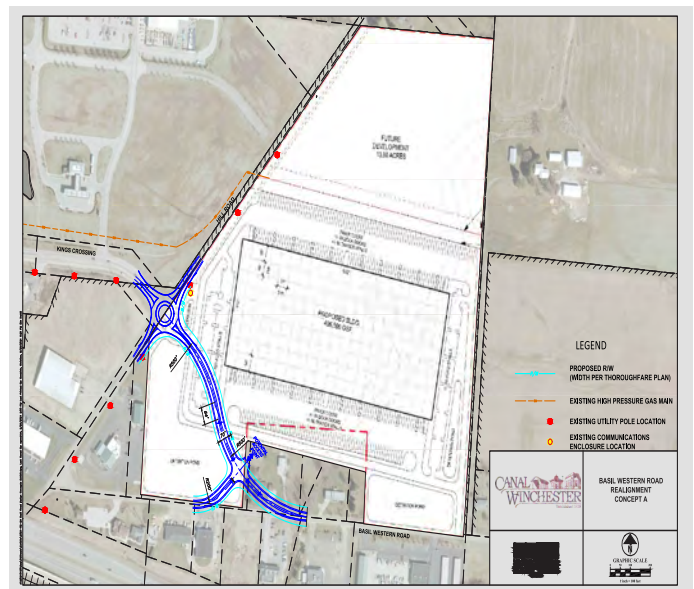


Project Location

2021 areal image of where this development will occur

Project Benefits

- Large economic development project for Canal Winchester and Violet Township in Fairfield County
- Provides access for over 250 acres of development
- Supports potential development for 1.7 million square feet of warehouse and industrial space
- Creates improved transportation infrastructure for commercial traffic



This demonstrates the proposed roundabout that would connect Hill Rd and Kings Crossing, providing easier access to US 33 for commercial traffic

EAST SIDE INDUSTRIAL CONNECTOR

PROJECT
PROFILE

The Eastside Industrial Connector will reduce truck traffic on Main Street, improve connectivity to the south and east sides of the City, spur economic development, and reduce overall travel times within the City. An EDA funded feasibility study is currently investigating potential economic development and alternative routes for roadway improvements.

Prioritized as a project of
FAIRFIELD COUNTY

Project Type:

Transportation - Highways & Roads

Estimated Cost:

\$20 - 40 million

Lead Agency:

City of Lancaster

Project Contact:

Curt Shonk: City Engineer
cshonk@ci.lancaster.oh.us

Partner Agencies:

Ohio Department of Transportation, Economic Development Administration

Jobs Supported:

Potential commercial or industrial development within city's Eastside Industrial Area



Project Location

The above image visualizes desired road improvements with new transportation routes

Project Benefits

- Maintains competitive infrastructure by relieving traffic congestion through Central Lancaster
- Provides for development of shovel-ready sites with transportation infrastructure
- Keeps pace with the infrastructure needs of growing companies and residents
- Aligns with existing planning documents, including City of Lancaster Thoroughfare Plan
- Provides efficient connection for truck freight to the Eastside Industrial Area
- Adds value to the transportation system by creating redundant transportation connections between national and statewide highway corridors



2021 aerial view of the City of Lancaster's south and east side

FAR EAST FREEWAY

PROJECT
PROFILE

The Far East Freeway project focuses on the Taylor Road interchange on I-70. Historically Pickerington has only had one full interchange on I-70, this project aims to provide a second exit. Combined, Pickerington and Violet Township have 40,000 residents and growing. This Taylor Road interchange will provide increased interstate access to these residents while mitigating local transportation congestion.

Project Type:

Transportation - Highway & Roads

Estimated Cost:

TBD

Lead Agency:

Ohio Department of Transportation

Project Contact:

ODOT District 6

740-323-4400

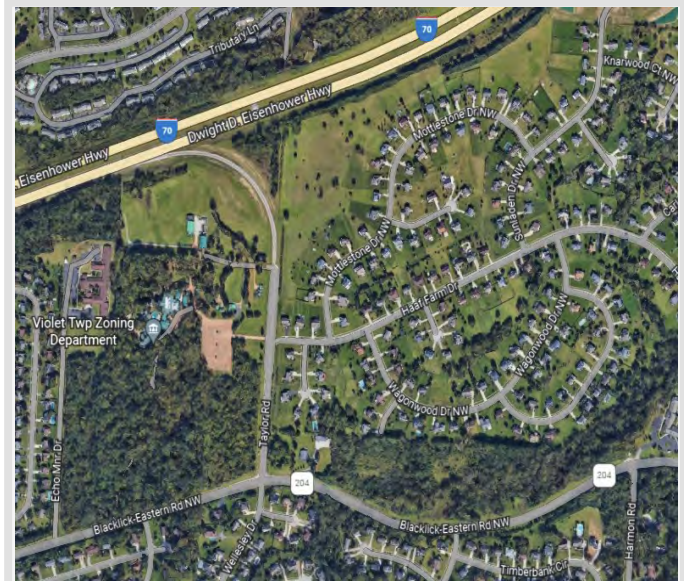
Partner Agencies:

ODOT, Fairfield County Engineer, Fairfield County TID, City of Pickerington, Violet Township

Jobs Supported:

TBD

Prioritized as a project of
FAIRFIELD COUNTY



Project Location

This map shows the current Taylor Rd exit on I-70 East along with recent housing developments and Violet Township's Zoning Department

Project Benefits

- Improves interstate access to multiple housing developments surrounding Taylor Road
- Mitigate traffic congestion of local roads and I-70 exit in Pickerington
- Creation of safe intersections around housing developments
- Sustain future development in northwestern Fairfield County
- Approved \$5 million TRAC Tier 2 design phase
- ODOT is working with American StructrePoint for design, GPD group is contracted for local road impact study



The Wigwam Event Center shares a location with the Violet Township Zoning Department, and is a popular destination on Taylor Rd just south of I-70

I-70 TO US 33 CONNECTOR

PROJECT
PROFILE

The I-70 to US 33 Connector project will construct a parkway between Interstate 70 and US 33 to the east of the City of Pickerington. Once completed, the roadway will have two lanes in each direction. This will mitigate commercial industry traffic on I-270 while creating development opportunities in Violet, Greenfield, and Liberty Townships.

Prioritized as a project of
FAIRFIELD COUNTY

Project Type:

Transportation - Highways & Roads

Estimated Cost:

\$240 million

Lead Agency:

Fairfield County Engineer's Office

Project Contact:

Jeremiah Upp, PE, PS, Fairfield County Engineer
engineer@fairfieldcountyohio.gov | 740-652-2300

Partner Agencies:

Violet Township (Fairfield Co.), Etna Township (Licking Co.),
Fairfield County TID, Ohio Department of Transportation, Mid-Ohio Regional Planning Commission (MORPC)

Jobs Supported:

Potential development of office, warehouse, and logistics
employment centers

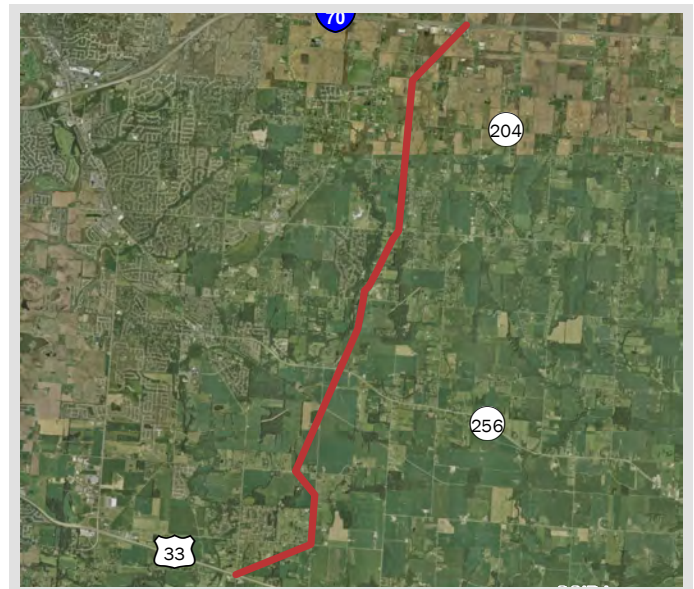


Project Location

Interstate 70 to US 33

Project Benefits

- Maintains competitive infrastructure by relieving traffic congestion through central Pickerington and on the US 33 and I-270 corridors
- Adds value to the transportation system by linking national and statewide highway corridors as identified by Access Ohio 2045
- Prepares for the increased commercial industry traffic presented from the new Intel facility in Licking County
- Promotes active transportation through the construction of complete streets
- Aligns with existing planning documents, including the 2020-2050 MORPC Metropolitan Transportation Plan



2013 aerial view of project location

SOUTHEAST US 33 CORRIDOR

PROJECT
PROFILE

The Southeast US 33 Corridor project adheres to the improvements of US 33 to I-270. US 33 has been described as ,”the main artery that connects the southeast to Columbus”, where more than 50% of Fairfield County workers commute to Franklin County. The recent warehouse development surrounding Canal Winchester has inspired action to sustain this popular commerical transportation route.

Project Type:

Transportation - Highways & Roads

Estimated Cost:

\$192 - \$213 million

Lead Agency:

Ohio Department of Transportation

Partner Agencies:

City of Canal Winchester, City of Columbus,
City of Groveport, Madison Township (Franklin Co.),
Violet Township (Fairfield Co.), Fairfield County TID

Supporting Agencies:

Central Ohio Transit Agency (COTA),
Mid-Ohio Regional Planning Commission (MORPC)

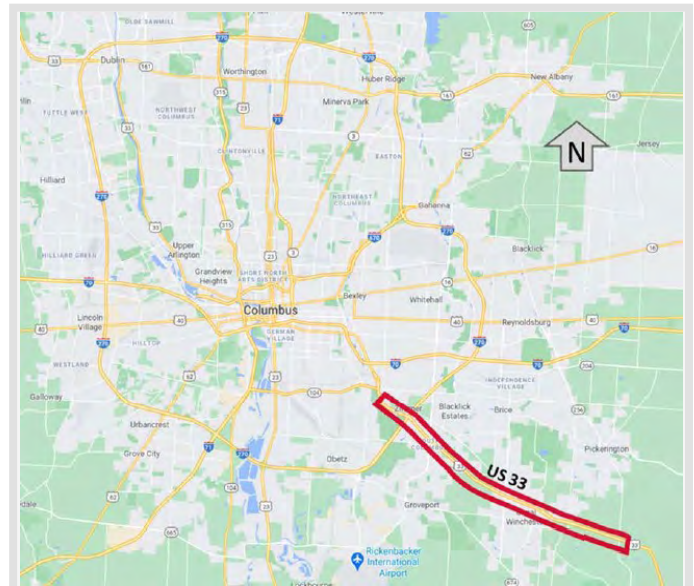
Jobs Supported:

TBD

Project Benefits

- Federal earmarks have provided funding for preliminary engineering to investigate the implementation of a third lane between Pickerington Road and I-270
- ODOT has completed Stage 1 plans for the Pickerington interchange
- Supports the over 4 million square feet of created and planned warehouse space
- Creates sustainable transportation infrastructure for current and future population growth

Prioritized as a project of
**FAIRFIELD & FRANKLIN
COUNTIES**



Project Location

Location of desired activities provided by an ODOT District 6 US 33 Corridor Study

Scope of Work

Interchanges

- Bixby Road Interchange - Franklin County
- Bowen Road Overpass - Franklin County
- Pickerington Road Interchange - Fairfield County

Lane Additions

- Lane Addition Between Pickerington Road and I-270 - Fairfield and Franklin County

C
O
N
G
R
E
S
S

HOUSE

12 - Balderson

15 - Carey

SENATE

Brown

Vance

To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: January 28, 2023
Subjects: Legal Descriptions of Property, Dog Registration Deadline, Earned Income Tax Credit Awareness Day, Strategic Plan Update, Support for Employees, and the February Map of the Month Availability

Legal Descriptions of Property

Did you know that more than 10,000 legal descriptions are reviewed by the County Auditor's Map Room Specialists annually? This service is provided as same day service - about one every 20 minutes. You can submit your prepared deed to the County Auditor's Map Room for approval of the legal description to ensure it complies with the Conveyance Standards. This approval is a pre-requisite for a transfer. For review of the *legal description and its compliance with Conveyance Standards*, prepared deeds can be emailed to maproom@fairfieldcountyohio.gov.

Dog Registration Deadline & Virtual Dog Show

The regular period for Dog License registration ends January 31, as does the virtual dog show. (There continues to be tremendous positive energy surrounding the virtual dog show.) ***For registrations, we plan to provide the one-day grace period prior to enforcing late penalties as has been the custom for multiple decades*** (and as is an approach found in multiple functional areas). As an example, this approach allows for grace if an application was placed in the mail, and there was an intention to have a January 31 postmark, but the postmark was one day later. (Several folks have reported this circumstance happening.) The grace is extended to all modes of application, including the online application processes, which has increasing in popularity. If there are any questions or concerns, please let me know.

Earned Income Tax Credit Awareness Day – January 27

While we at the local government level do not provide federal income tax advice, we can participate in awareness efforts to help residents. ***The earned income tax credit, also known as the EITC or EIC, is a refundable tax credit for low-moderate income wage earners.*** For the 2022 tax year, the earned income credit ranges from \$560 to \$6,935 depending on filing status, income, and number of children. In 2023, the credit will be worth \$600 to \$7,430.

People without children can qualify. (In the past, I am aware of returns and a series of amended returns the volunteers at United Way prepared that resulted in major differences for families, with thousands of dollars returned to support immediate needs for food, clothing, and shelter.) General basic rules are you must have an earned income of less than \$59,187; investment income below \$10,300; a valid Social Security number; and meet other requirements.

Strategic Plan

Following our annual planning retreat, we have updated our strategic plan. The strategic plan reflects priorities aligned with organizational values and the departmental mission – and with overall county priorities. The plan will continue to be updated as more information is known - and as strategic activities are implemented with our stakeholders and partners. We continue to ask for input and feedback in multiple ways. Take a moment to read the summaries – even if you are not able to read the full plan. ***We encourage you to visit the link monthly to see the updates:*** <https://www.co.fairfield.oh.us/auditor/Strategic-Plan.html>. A new feature in the update is the “At a Glance” document found in the exhibits.

Support for Employees – Stress Relief and Change Management Strategies

We are offering multiple stress relief and change management strategies for employees. Some of these strategies include in-services (four times a year & considered work time) led by Jackie Tripp, our EAP representative. Other opportunities include webinars and “on-your-own” activities. ***We are grateful for these opportunities and will share them with departments as the dates are formalized in case the opportunities are of interest to others.***

February Map of the Month

The February Map of the Month is now available. The map features Stonewall Cemetery, which was once called President's Cemetery based on its connection with President James Monroe. See the map in our upcoming newsletter and online for more information!



FOR IMMEDIATE RELEASE
November 8, 2022

Innovative Program at Berne Union Challenges Students to Design “Next” Berne Union School Building

SUGAR GROVE, Ohio – In conjunction with the construction of its new school building for students PreK-12, which will open during the 2023-24 school year, Berne Union High School is engaged in a unique partnership with Summit Construction to help students experience the design of a new building first-hand.

The Project-Based Learning Module, called BU Next, is engaging six student teams of seven students each throughout the next four months to conceptualize the district’s next building, theoretically to be built in 2075. These students will predict population trends, create budgets, develop blueprints, design artwork, predict technology, and build and present 4-foot by 8-foot scale models of their proposed buildings.



On November 3, the project kicked off with team leader presentations from (L-R in photo) Justin Krile, Erika Cox, Beau Cutright, Jason Hobson, Joe Shull and Caddis Moody. The leaders received feedback from representatives from Summit Construction and school administration on their population predictions and school size estimates, which they will take into consideration as they continue to plan for their next presentation in December.

The project will culminate with a public presentation and open house on February 9, 2023, where the teams will present their scale models and recommendations in a final competition.

“This is a once-in-a-lifetime opportunity for our students to not only use tools to predict and design a school of the future, but to also experience this process along a real-time construction project with professionals who live and breathe school construction,” said Craig Heath, Principal. “Students are getting experience in research, leadership and teamwork, while putting their creative minds to work to imagine what the future of education at Berne Union might be like. I am excited to see what these outstanding students will come up with!”

Berne Union Local Schools is located in Sugar Grove, Ohio. The mission of the district is to develop students of character, resilience, and adaptability who will become productive citizens in our changing world. More information is available at buschools.com.

###

Media contact: Angela Krile, Krile Communications, 740-974-3948, angela@krilecommunications.com

BERNE UNION LOCAL SCHOOLS

COME JOIN US ON FRIDAY FEBRUARY 10TH, 2023

Help show your love for transit by riding our transit system on Friday, February 10th, 2023!

***All fares on our loop buses are free this day!!**

Come see us at our loop hub (W. Wheeling St, Lancaster Ohio behind JFS) between 11am- 1pm to ride and support transit!!

- Fun giveaway items!**
- Enter to win our “SWAG BAG” with extra goodies and gift card!**

COME SHOW YOUR LOVE FOR TRANSIT!



**WIN
ME!!!**



#OHIOLOVESTTRANSIT

Fairfield County's existing Active Transportation Plan was initially developed in 2009 and last updated in 2013. OSU's City & Regional Planning Transportation Studio is currently working with key stakeholders, including Fairfield County staff, Fairfield County's Active Transportation Sub-Committee, Central Ohio Rural Planning Organization (CORPO) staff, and the public to re-visit the Active Transportation Plan with the aim of addressing current and future county-wide active transportation needs. The plan will include focused recommendations for active transportation options for the Buckeye Lake Area, the City of Lancaster, and Violet Township.

At this time, we are looking for public input through our initial public survey. The survey is now open and can be found at the following link: <https://go.osu.edu/fairfield-atp1>

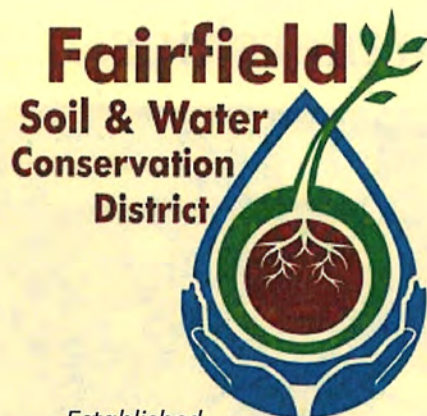
The survey is also linked on the project website at <https://u.osu.edu/fairfieldcountyatp/> This location will also have periodic project and plan updates. The survey closes on February 6th. We hope you will be able to take a few minutes to assist in the planning process.

We thank you for your time and any input you can provide.

Best regards,

Fairfield County Active Transportation Planning Committee





Established
September 7, 1943



2022 ANNUAL REPORT

Our mission:

*to be progressive natural resource advocates
by assisting the public with conservation choices*



Staff

Nikki Drake - District Manager/
Engineering Technician

Jonathan Ferbrache - Resource Specialist

Molly Gilleland - Urban/Resource Technician

Christina Holt - Fiscal Coordinator

Chad Lucht - Sr. Urban Specialist

Tommy Springer - Wildlife Specialist/
Education Specialist

Josh Troyer - Engineering Technician

Years
collective
EXPERIENCE

98



Years
collective
SERVED

15

Board of Supervisors

Gregg Pontius - Chair

Doug Tenney - Vice-Chair

Wendy LaRue - Secretary

Linda Claypool - Treasurer-Fiscal Agent

David Ochs - Member



Provided roadside weed ID & control guides for invasive species management to ODOT & at a training we hosted for townships, co. engineer and parks staff on various ditch related topics, including invasive and poisonous plants, pollution, permitting, etc.

Partnerships



Staff attended Fairfield Co. EMA's hazmat exercise (fire at local battery manufacturing facility).

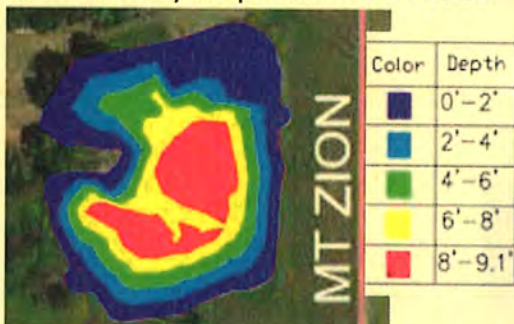


Continued to host drug collection/electronics recycling event with Fairfield Co. Sheriff & Violet Twp. on DEA National Drug Take Back Day.



30 vehicles
16 lbs drugs
1037 lbs electronics

Continued day-to-day management of Hunter's Run Conservancy District. Below is 1 of 3 sediment study maps created in 2022.



Continued petition ditch (Lateral A & Goss) inspections with Fairfield Co. Engineer. Fairfield Co. Auditor received an award for the analytical map created for these.

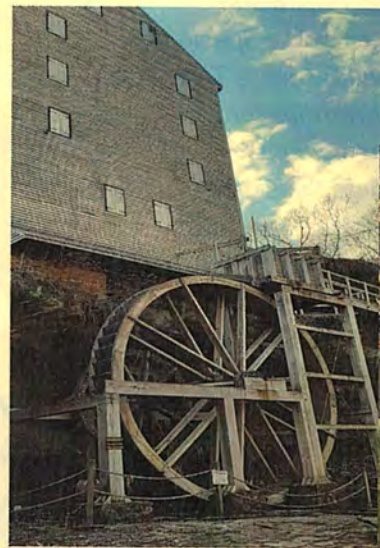


Staff served on 2 committees for the completion of Fairfield Growing.



FAIRFIELD GROWING

AN AGRICULTURAL ECONOMIC DEVELOPMENT PLAN



Surveyed Rock Mill to provide elevations in the gorge and on the mill for the proposed lake rehab. We also met with Fairfield County Parks staff to look at a lock aqueduct culvert believed to be over 200 years old. We recommended that they reach out to other parks with similar infrastructure and the county engineer, especially if they want to preserve this historical structure. Also sent them several plans from our engineering database on properties they own.

Education

6th grade students from Amanda-Clearcreek participated in the first Clear Creek Day activity since the pandemic. Hands-on activities included aquatic macroinvertebrate sampling, a soil station, and exposed bedrock geology.



AP Environmental Science students from Pickerington North and Central high schools participated in stream quality monitoring and citizen science along Sycamore Creek.

Heritage Elementary School (Pickerington) 3rd and 4th grade students learned about soil properties and used kinetic sand to create 3-D interpretations of topographic maps.

01/31/2023



129 events
27,545 adults
4,256 children

Earth Camp at Smeck Park was attended by 39 students in grades 3rd-5th from schools throughout the county.



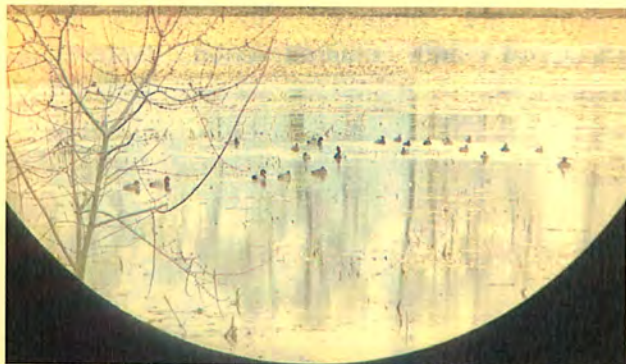
Jonathan participated in the review and update of the Ohio Agriculture and Environmental Systems Career Field Content Standards with the Ohio Department of Education. He along with others throughout the state provided their expertise and business/industry feedback for Ohio's Career-Technical Learning Standards for the Agricultural and Environmental Systems Career-Field. Local ag. ed. instructors recommended that he serve in this significant role as a supporter of Career-Technical Education and the Ohio FFA Organization. This feedback is a crucial step to ensure Ohio students are prepared for careers in agricultural and environmental systems occupations.



090

Wildlife

Fairfield SWCD again partnered with the annual Pheasants Forever youth event held at Johnstown Sportsman Club. Approximately 300 youth and 150 adults attended.



Conducted Division of Wildlife's mid-winter waterfowl survey, river otter bridge survey, and roadkill survey.



01/31/2023

Responded to 39 complaints of deer damage to various ag. commodities and crops.

Assisted 43 pond owners with concerns including weed control, fish stocking, and nuisance wildlife. Fifteen site visits conducted.

ODNR-Division of Wildlife promoted Tony Zerkle to Wildlife Officer Supervisor and Jade Heizer was assigned as Fairfield County's new Wildlife Officer. Tony received our 2021 Partner of the Year award.



Division of Wildlife held an awards ceremony to provide 25-year partnership awards for 9 SWCDs. Education/Wildlife Specialist Tommy Springer accepted our award. Also in attendance was former District Manager/Wildlife Specialist Perry Orndorff.



Served as an Ohio Pollinator Habitat Initiative milkweed pod collection site ~50 gallons collected



Conservation Agriculture

We had 132 farm drainage calls/site visits.

We continued our drone program utilizing it for drainage as-built map records. We are beginning to create Lidar (remote sensing method to survey Earth's surface) surveys for added efficiency in our engineering program.



We assisted the Fairfield Land Preservation Association with acquiring and closing a 98-acre easement on the Crow-Stitzlein farm.



1366 trees given to 5th graders from 10 schools for Earth Day.

Pickaway SWCD purchased 800 trees for students.

Trees were also donated to Fair. County Parks.



There were 123 acres planted with no-till drill & seeder rentals and 4,000 trees with the tree planter.

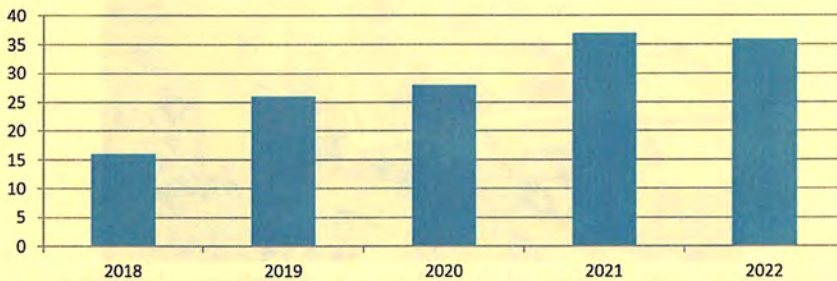


Practicing Professional Landscape Architect Jonathan Ferbrache had an active role in an OSU Landscape Architecture design class focused on agriculture and facilitating land use and planning discussions. Farmers, researchers, and designers developed farm-scale design responses to simulate external impacts of major field events, like drought and trade wars, then examined how field-scale practices have landscape-scale impacts. Local farmers Kevin Elder, Karl Elder and David Brandt made their time and farms available to increase direct contact with these future Landscape Architects. *"Field Futures"*
Image Credit Knowlton School of Architecture 2022

Ohio Farm Bureau invited Nikki to an ag tour of Fairfield Co. for Congressman Troy Balderson to highlight Farm Bill conservation practices. She met the group for lunch where several issues were discussed (solar, inflation, etc.). She showed them a grassed waterway with timber drop structure and pictures of all other practices we design in CRP and EQIP.

2022 Engineering Review

Projects Built



Above: Graph shows 5 years of construction trends. Unfavorable weather conditions, CRP closings, waterway cost-share from 90% to 50% in 2018, then 50% to 100% in 2021, staff changes (Amy left 2/16/18), and lack of EQIP Farm Bill funding have affected numbers. Design requests remain strong, although cost of materials still may pose an issue.

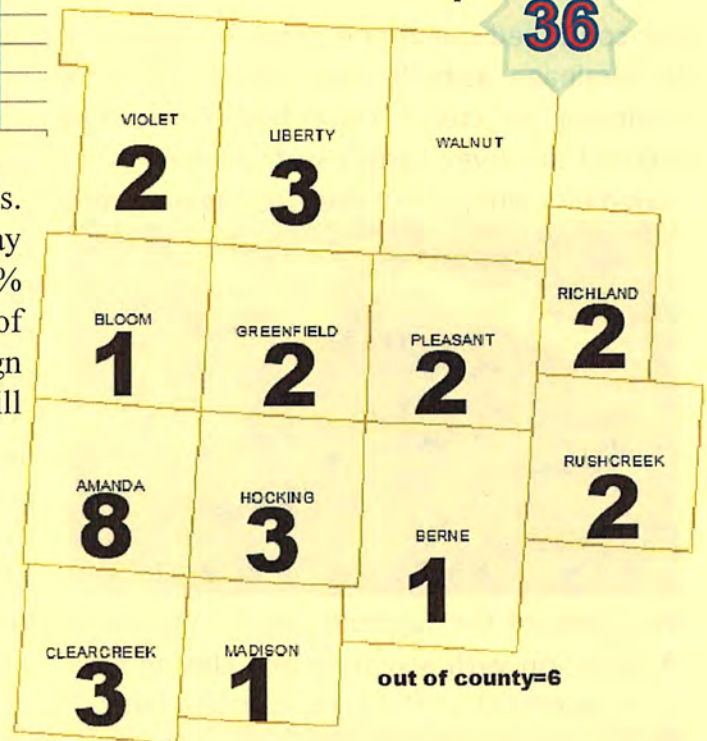
Projects constructed = 36

- 17 tile systems
- 7 waterways
- 4 tile (as-built only)
- 3 watering facilities
- 2 access roads
- 1 spring development
- 1 heavy use pad
- 1 wascob

12 drainage evaluations for 11 landowners within the proposed Walnut Twp. solar project

- plans on record
- topo/soils maps
- aerials with tile visible
- neighbor drainage concerns including shared tiles.

Projects Constructed by Township



Projects Designed by Township

Projects designed = 65

- 46 waterways
- 13 tile systems
- 2 watering facilities
- 1 well
- 1 spring development
- 1 access road
- 1 heavy use pad

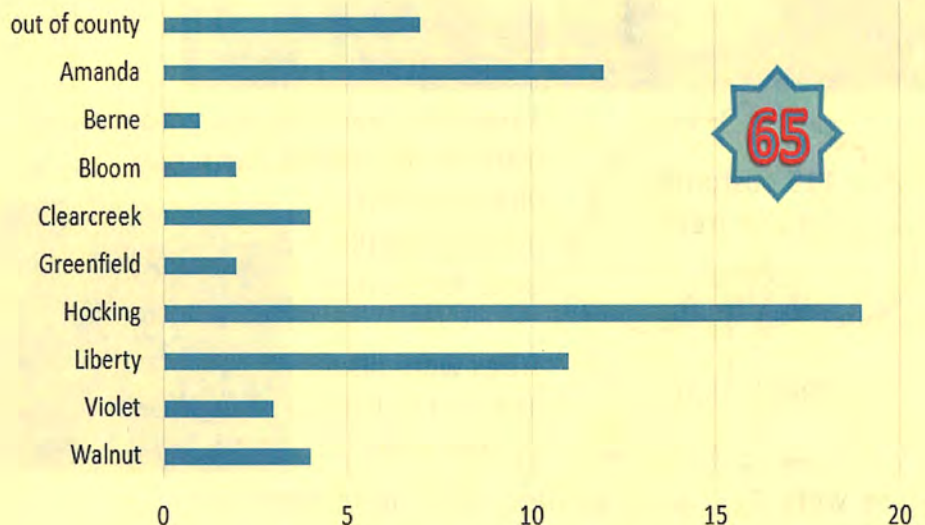
Projects surveyed = 74

- 55 waterways
- 11 tile systems
- 3 watering facilities
- 2 access roads
- 2 heavy use pads
- 1 spring development

CRP waterway renewal inspections = 23
(every 10 years for re-enrollment)

CRP buffer mid-contract reviews = 2

01/31/2023



NRCS contribution agreement funding received was \$3,594.75 for EQIP engineering projects completed. Payment (\$9,548-CRP, EQIP) for quarters 2-4 are still outstanding.

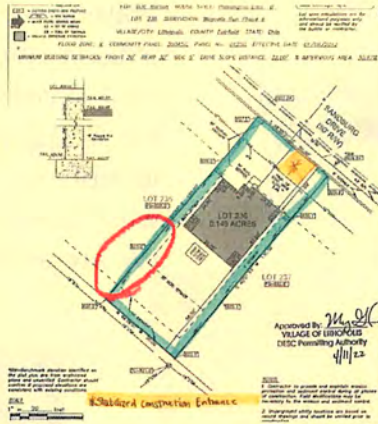
Ag. pollution complaints – 5

Valid -2

Resolved – 1 (1 pending)

Urban

We continue to assist Fairfield County, Liberty Township, Violet Township, Village of Lithopolis, and City of Pickerington with the administration of the Ohio EPA Municipal Separate Storm Sewer System (MS4) permit.



We assist with the administration of the Violet Township and Village of Lithopolis Drainage, Erosion, and Sediment Control (DESC) permit for new home construction.



We chair the storm water and education subcommittee that is under the Fairfield County Regional Planning Commission.



We work with the Ohio Department of Agriculture (ODA) and other SWCDs to create an Urban Technician Development Program (TDP). Training programs were created for new urban technicians on how to do plan reviews, site inspections, and assist MS4 communities. This program is available to all 88 SWCD staff across the state.



We facilitated the clean-up of a diesel fuel spill with a local fire department.



By the Numbers

- Approximately 1,400 hours of MS4 administration assistance
- Approximately 1,800 technical assistance/visits to county residents and communities
- 77 Plan Review submittals/Variance & Rezoning requests
 - 61 – County
 - 16 – Lithopolis
- 4,850 Erosion & Sediment Control Inspections
 - 4,687 – DESC Inspections
 - 163 – Subdivision Inspections
- 284 DESC applications
 - Violet Township – 193
 - Village of Lithopolis – 91

ODA WATERSHED PROGRAM

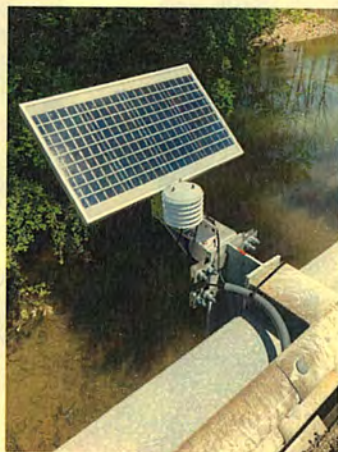
2021 HB7 REGIONS



In 2021, House Bill 7 created the Statewide Watershed Planning & Management Program which aims to improve and protect Ohio's lakes and rivers. ODA-Division of Soil & Water Conservation (DSWC) has 7 regional managers who will be responsible for identifying sources and areas of impairment along with SWCDs. We are 1 of 6 counties with 3 regions. We are aiding in plan compilation at this time.



Buckeye Lake experienced no e.coli or algae bloom advisories in 2022.



Walnut Creek got a new USGS LoCas stream gauge on Sycamore Creek at St Rt 256 for community awareness of its function and health over the next 5 years. Flow can be monitored online.



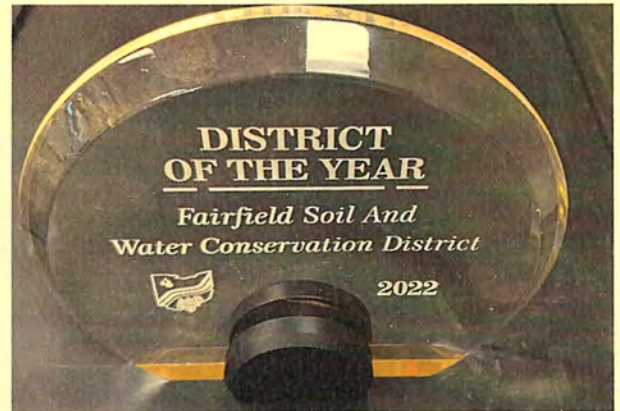
WOSU interviewed Jonathan for an article on rehab projects for Hunter's Run Conservancy District dams #4 & #9. EPA is performing water quality and biological testing surveys on the Hocking River in 2022.

Jonathan was present on behalf of the Hunter's Run Conservancy District and our Board (as local sponsor) at a press conference with Robert Bonnie, Under Secretary for USDA-Farm Production and Conservation who announced infrastructure funding from NRCS for study of HRCD Dam #3, Class 1 Dry Dam, at Becks Knob and Crumley Roads in Hocking Twp. He also announced funding for dam work in Athens Co. with the Margret Creek Sub-District of the Hocking Conservancy along with Acid Mine Drainage study in the headwaters of the Rushcreek Conservancy in Perry Co.

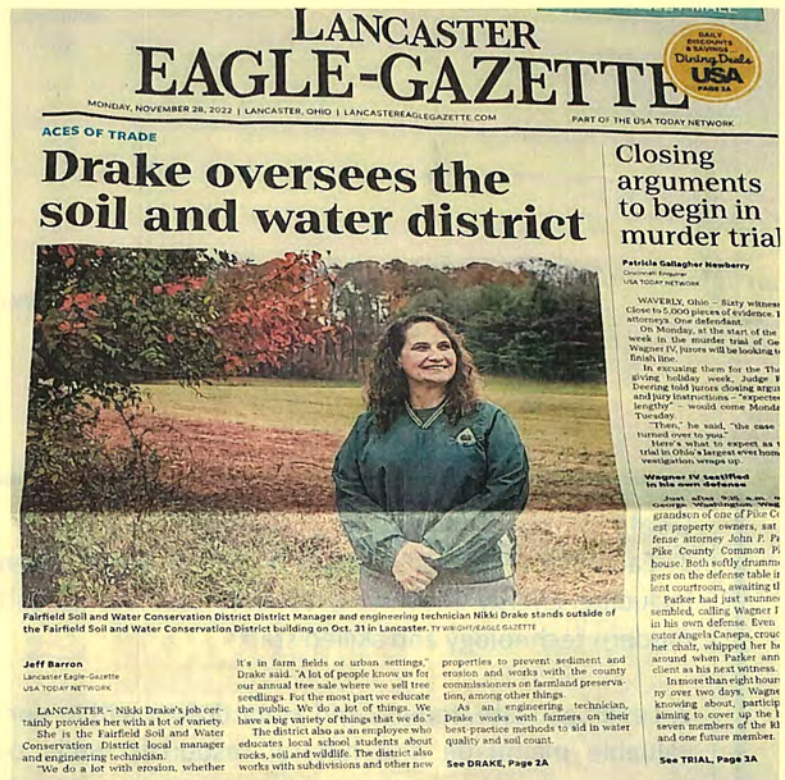
Awards/Recognition

Ohio Federation of Soil & Water Conservation Districts District of the Year

This award recognizes outstanding and innovative education initiatives that have proven successful in reaching out to a variety of audiences (including nontraditional and underserved), involving new partnerships, and spreading the soil and water conservation message. Programs honored serve as models of excellence for other SWCD education programs.



Ohio Federation of SWCDs
2022 Area 5 Employee of the Year
Fiscal Coordinator Christina Holt



Lancaster Eagle-Gazette
Aces of Trades 11/28/22
Nikki Drake



Division of Wildlife
25-year partnership award
01/31/2023

2022 Budget

Commissioner Funds = \$305,200

State Funds = \$286,415

Other Local Funds = \$24,662

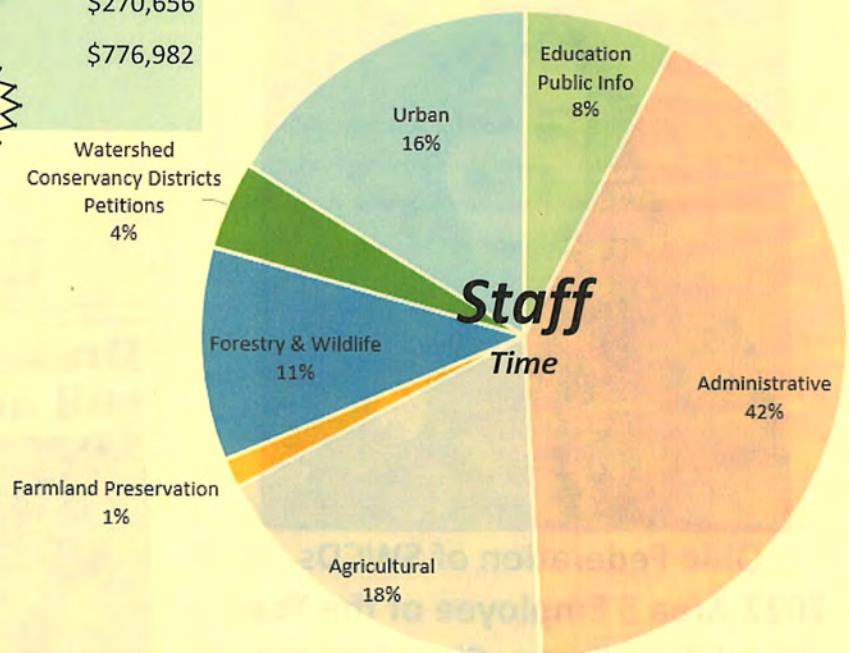
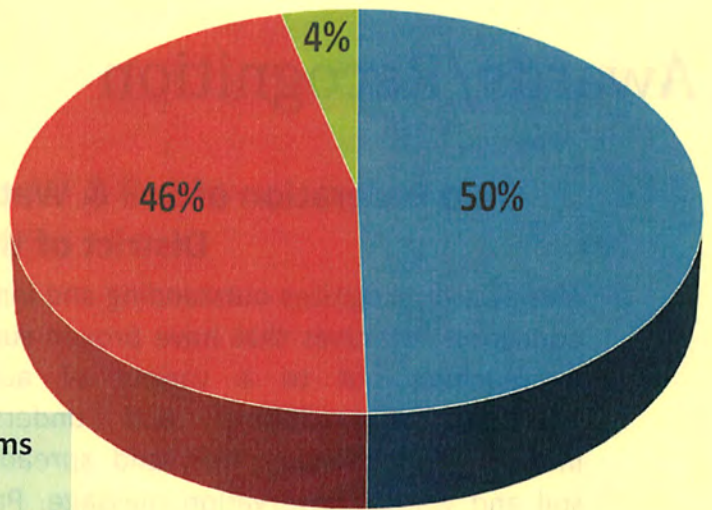
\$ Into Fairfield County Economy Through Programs (does not go to FSWCD)

Conservation Reserve Program	\$503,724
Environmental Quality Incentives Program	\$385,412
Conservation Security Program	\$771,618
Farmland Preservation Program	\$270,656
HRCD/NRCS Studies	\$776,982

\$2,708,392

Watershed
Conservancy Districts
Petitions
4%

Farmland Preservation
1%



Goals

1. Facilitate responsible urban and rural development, land use and local infrastructure, including energy resources, to best care for valuable water and land resources using modern technology and skilled staff
2. Leverage state, federal and grant dollars within our local economy to better care for our valuable manmade and natural resources while collaborating with a broad array of government and non-government organizations to address community-specific challenges
3. Serve as a resource to enhance the profitability and environmental stewardship of farms, the top land use and economic driver in Fairfield County
4. Educate area youth and community leaders about the vital importance of properly caring for the often-overlooked value of our community's soil, water, wildlife, and other natural resources

PLEASE NOTE: Please order early as orders are processed on a first-come, first-served basis. All orders are subject to availability. Please visit www.lickingswcd.com to place your order online (select Fairfield as your pickup location). **Pick-up date is Friday, April 21, 2023.** The Fairfield SWCD will not be liable for any seedlings not picked up on the original pick-up date.

All trees and shrubs are state and federally inspected. We may need to make reasonable substitutions based on availability of certain species. **Orders must be received by Friday, March 17, 2023.**

2023 Tree Seedling Descriptions

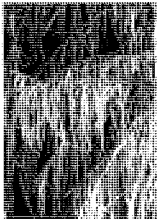
Get in touch with your roots and order your trees today! The tree species offered changes a little bit each year, but we strive to offer a diverse option of hardwoods, ornamentals and shrubs.

NATIVE SHRUBS, SMALL TREES, FRUIT TREES



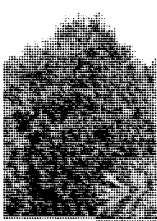
American Hazelnut
Mature Height: 10'-16'
Mature Width: 8'-13'
Growth Rate: F-M
Light Required: S, P
Soil Moisture: M
Soil pH: N

Comments/Uses: round shrub, edible fruit, variant autumn foliage



Black Willow
Mature Height: 30'-60'
Mature Width: 30'-60'
Growth Rate: F
Light Required: S, P, SH
Soil Moisture: M, W
Soil pH: Variety

Comments/Uses: protects from flood damage, attracts butterflies



Eastern White Cedar
Mature Height: 40'-45'
Mature Width: 12'-15'
Growth Rate: M-S
Light Required: S, P
Soil Moisture: M, W
Soil pH: N

Comments/Uses: ornamental, wet footed



American Plum
Mature Height: 15'-25'
Mature Width: 15'-25'
Growth Rate: F
Light Required: S
Soil Moisture: D, M
Soil pH: N

Comments/Uses: edible fruit, fragrant flowers, attracts birds



Gray Dogwood
Mature Height: 10'-16'
Mature Width: 10'-15'
Growth Rate: M-S
Light Required: S, P
Soil Moisture: M
Soil pH: N

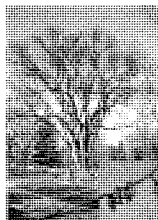
Comments/Uses: forms a thicket, attracts birds & butterflies



Redbud
Mature Height: 20'-30'
Mature Width: 25'-35'
Growth Rate: M
Light Required: S, P
Soil Moisture: M
Soil pH: A

Comments/Uses: adaptable, edible pink-magenta flowers

NATIVE LARGE TREES



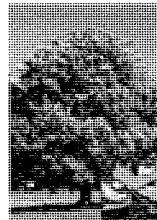
American Elm
Mature Height: 60'-80'
Mature Width: 60'-100'
Growth Rate: F
Light Required: S
Soil Moisture: M
Soil pH: N

Comments/Uses: adaptable, wildlife, butterflies



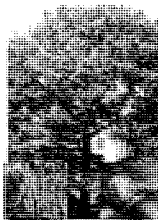
Black Walnut
Mature Height: 75'-100'
Mature Width: 75'-100'
Growth Rate: M
Light Required: S, P
Soil Moisture: M, D
Soil pH: A, N

Comments/Uses: edible fruit, fragrant flowers, good shade.



Ohio Buckeye
Mature Height: 20'-40'
Mature Width: 20'-40'
Growth Rate: M
Light Required: S, P, SH
Soil Moisture: M, W
Soil pH: A

Comments/Uses: attracts wildlife, Ohio's State Tree



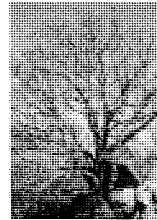
Shingle Oak
Mature Height: 50'-70'
Mature Width: 50'-70'
Growth Rate: M-S
Light Required: S, P
Soil Moisture: M
Soil pH: A

Comments/Uses: adaptable, bottomlands, timber, wildlife



Sugar Maple
Mature Height: 40'-80'
Mature Width: 30'-60'
Growth Rate: M
Light Required: S, P, SH
Soil Moisture: M
Soil pH: A

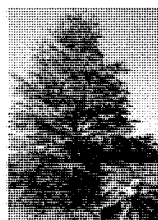
Comments/Uses: valued for sap & timber, autumn foliage



White Oak
Mature Height: 50'-70'
Mature Width: 50'-70'
Growth Rate: M-S
Light Required: S, P
Soil Moisture: D, M, W
Soil pH: N

Comments/Uses: timber, wildlife, long-lived, ornamental

NATIVE LARGE TREE



Bald Cypress
Mature Height: 50'-75'
Mature Width: 20'-45'
Growth Rate: M
Light Required: S
Soil Moisture: D, M, W
Soil pH: A

Comments/Uses: attracts wildlife, adaptable, long-lived



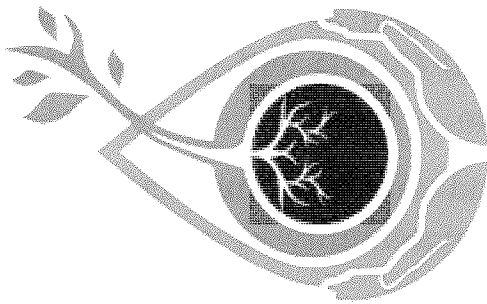
White Pine
Mature Height: 60'-80'
Mature Width: 20'-40'
Growth Rate: F
Light Required: S
Soil Moisture: M
Soil pH: A, N

Comments/Uses: timber, windbreak, wildlife

NATIVE LARGE CONIFER TREE

Growth Rate:	F - Fast, 12" per year
M - medium, 8" - 12" per year	
S - slow, 2" - 6" per year	
Light Required:	S - sun, P - partial shade, SH - shade
Soil Moisture:	D - dry, M - medium, W - wet
Soil pH:	A - acidic, N - neutral, B - basic
	6 - 5.5, 5.5 - 5, 5 - 4.5, 4.5 - 4

2023
Seedling
Tree Sale



Fairfield Soil & Water
Conservation District

831 College Ave., Suite B
Lancaster, OH 43130
(740) 653-8154
(740) 415-3927

www.fairfieldswcd.org

2023 Seedling Tree Sale Order Form

Indicate quantity of saplings or packs in area provided for each variety				
Native Shrubs, Small Trees, and Fruit Trees	Most Saplings (3'-4")*	Pack of 5 (12"-18")	Pack of 25 (12"-18")	Total # of packets * price
	\$12.00	\$14.00	\$40.00	
American Hazelnut				
Black Willow				
Eastern White Cedar			N/A	
American Plum *				
Gray Dogwood *				
Redbud				
* Marked Saplings are 2-3'				
Native Large Tree Species	Pack of 5 (12"-18")	Pack of 25 (6"-12")	Pack of 100 (6"-12")	Total # of packets * price
	\$14.00	\$34.00	\$110.00	
American Elm				
Bald Cypress				
Black Walnut				
Ohio Buckeye				
Shingle Oak				
Sugar Maple				
White Oak				
Native Large Conifer Tree Species	Pack of 5 (12"-18")	Pack of 25 (6"-12")	Pack of 100 (6"-12")	Total # of packets * price
	\$14.00	\$25.00	\$70.00	
White Pine				
Additional Items		Quantity	Cost	Total
Wildflower Seeds: 200'sq of perennials, grasses & annuals			\$5.00	
Boundary Marking Paint: 8" wide aerosol, long-lasting, fast dry			\$8.00	
Tree Tube and Wood Stake: 4' height, protects young trees			\$6.00	
Marking Flags (white): 21" metal shaft with 2.5" x 3.5" flag			\$0.10	
Dibble Bar: thin wedge cast blade to quickly plant seedling trees			\$95	
Pond Management Book guide by Steve Fender			\$20.00	
			TOTAL	
** State Auditor requires Soil & Water to collect tax. Non-profits and farms must provide tax exempt form with order.			** Sales Tax (6.75%)	
Order Deadline: March 17, 2023 Pick Up: Friday, April 21, 2023			TOTAL DUE	

(Please Print)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

You will receive a reminder by email to pick up your order

Date _____

Rec# _____

Ck# _____

FOR OFFICE USE
ONLY

Remit with payment to: Fairfield SWCD, 831 College Ave., Suite B, Lancaster, OH 43130

Visit our partner online at www.lickingswcd.com for online ordering (online orders will be charged Licking County's tax rate of 7.25% regardless of which county you pick up in).

REGULAR MEETING #4 - 2023
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JANUARY 31, 2023

AGENDA FOR TUESDAY, JANUARY 31, 2023

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for January 24, 2023
- Commissioners
- 2023-01.31.a A resolution to authorize the President of the Fairfield County Board of Commissioners to sign the Petition for the Downtown Special Improvement District (SID) renewal. [Commissioners]
- 2023-01.31.b A resolution authorizing the approval of repayment of 3 advances to the General Fund. 1 - Fund# 2788 sub fund 8270 FY2020 CHIP Target Program. 2 - Fund# 2788 sub fund 8258 FY2020 CDBG. 3 – Fund #2788 sub fund 8257 FY2020 CDBG. [Commissioners]
- 2023-01.31.c A resolution to appropriate from unappropriated into a major expenditure object category for Debt Service Fund# 4851, County Building Improvement Debt. [Commissioners]
- 2023-01.31.d A resolution to appropriate from unappropriated funds in a major expenditure object category for Fund# 1001, Facilities Department. [Commissioners]
- Fairfield County Court of Common Pleas
- 2023-01.31.e A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas County Probation Fund 2365. [Common Pleas Court]
- Fairfield County Emergency Management Agency
- 2023-01.31.f A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds [EMA]
- Fairfield County Engineer
- 2023-01.31.g A resolution to approve an Agreement between Fairfield County and CTL Engineering, Inc. [Engineer]
- 2023-01.31.h A Resolution to Approve Advertising for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project. [Engineer]

2023-01.31.i	A Resolution to Approve the Construction Drawings for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project. [Engineer]
2023-01.31.j	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services. [Engineer]
2023-01.31.k	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies. [Engineer] Fairfield County Facilities
2023-01.31.l	A Resolution Authorizing the Approval for Amendment No. 2 to a Contract between VPL Architects, Inc., and the Fairfield County Commissioners [Facilities]
2023-01.31.m	A Resolution for Approval of Change Order No. 1 to the Contract between the Sauer Inc and the Fairfield County Commissioners [Facilities] Fairfield County Job and Family Services
2023-01.31.n	A resolution regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services [JFS] Fairfield County Juvenile/Probate Court
2023-01.31.o	A resolution authorizing the purchase of a 2022 Chrysler Voyager LX from Mobility Works for the use of transportation of the elderly to and from appointments and to move those who are facing evictions. [Juvenile/Probate Court]
2023-01.31.p	A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund [Juvenile/Probate Court] Fairfield County Sheriff
2023-01.31.q	A resolution authorizing the approval of an update to the original contract with Tyler Tech and the Fairfield County Sheriff's Office. [Sheriff]
2023-01.31.r	A resolution authorizing the approval of a service agreement by and between Fairfield County Sheriff's Office and the Township of Violet. [Sheriff]
2023-01.31.s	A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail. [Sheriff] Fairfield County Soil & Water
2023-01.31.t	An Administrative Approval to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio [Soil and Water Conservation District]

Payment of Bills

2023-01.31.u

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. [Commissioners]

The next Regular Meeting is scheduled for February 7, 2023, 7:00 p.m., Commissioners' Hearing Room, 210 E. Main St., Lancaster

10:00 AM Executive Session - to discuss pending litigation

Adjourn

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, and Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Dan Neeley, Corey Clark, Jon Kochis, Tony Vogel, Lisa McKenzie, Dr. Carri Brown, Steven Darnell, Amy Brown-Thompson, Jeff Camechis, Branden Meyer, Michael Kaper, Staci Knisley, Marty Norris, Audrey Stoffel, Brandy Marshall, Judy Stemen, and Ray Stemen.

Attending virtually: Jeff Barron, James Bahnsen, Jessica Murphy, Lori Hawk, Brian Wolfe, Joshua Horacek, Ashley Arter, Becky, Belinda Nebbergall, Beth Cotrell, Britney Lee, CD Collins, Jonathan Ferbrache, Park, Lori Hawk, and Tony Vogel.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and thanked Brandy Marshall, the county's local customer service representative with AEP for attending.

Ms. Marshall spoke about her role as a representative to the county.

Economic and Workforce Development Director, Rick Szabrak, added that Ms. Marshall is on the Fairfield 33 Alliance Board.

Airport Update -

EMA and Facilities Director, Jon Kochis, provided a PowerPoint and spoke on airport growth, hangar development, and T-hangar rates at Central Ohio general aviation airports.

Commissioner Davis asked where the box hangars would be located.

Commissioner Fix asked if Ohio State University Airport's new hangars would affect Fairfield County's ability to lease hangars.

Mr. Kochis provided maps in the PowerPoint and added that the consensus is that people and companies in the Fairfield County area will not drive to OSU to use their hangars. Mr. Kochis continued by speaking on rates at comparably sized airports and the return on investment (ROI) for a 10-unit T-Hangar.

Commissioner Davis spoke about financing options.

Mr. Kochis then spoke about commercial box hangars and the interest from business and individuals. He spoke about land leasing in the 1990's and the loss of property by airports at that time. He also spoke about the ROI on a 2-unit 60x60 commercial hangar.

Commissioner Davis asked about bid mobilization costs.

Mr. Kochis stated mobilization on wood is less and then spoke briefly on wood vs. steel. He continued by speaking about a corporate hangar/community-based hangar. He added that a community hangar would be a great project but that the airport does not have the personnel to manage such a facility. He spoke about the ROI on a 100x100 corporate hangar and that the usefulness/life of a hangar far exceeds 30 years.

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

Commissioner Fix thanked Mr. Kochis and asked about the approach and the length of the runway. He added that runway length can bring a different class of jet to an airport.

Mr. Kochis confirmed and said we could extend the runway, but the approach would be limited. He added grooving the runway could be advantageous and that the county airport is able to land most jets, but international jets are an exception due to the runway length required.

Commissioner Fix asked about the current budget of the Airport Board.

Mr. Kochis replied that the airport makes money but not enough to build its own hangars.

Commissioner Levacy asked about bids and stated his reasons for preference between wood and steel.

Mr. Kochis added that the hangars are not difficult to design and build.

Commissioner Davis stated he is interested in borrowing costs for the T-hangar and the two corporate projects. He asked if the bond amount was known.

County Administrator, Aundrea Cordle, responded that there was a meeting regarding bonds scheduled for the next day.

Commissioner Davis stated that if the General Fund provided funding, he would want the funding reimbursed.

County Auditor, Dr. Carri Brown provided the process for general fund repayment.

Mr. Kochis added there is an opportunity to look like many larger airports and that the hangars could entice companies to the county.

Commissioner Fix spoke about housing and workforce development and how the airport was a part of those puzzles. He added that he is interested in proceeding with the T-hangar and the box hangar projects in the most economical way possible and that it should be done when it is financially feasible. He also stated he would like to see the plan for a community/corporate hangar.

Mr. Kochis stated that the county does not currently have a corporation for which to build the community/corporate hangar.

Commissioner Levacy stated he is in favor of the T-hangar and box hangars.

Commissioner Davis stated that they should visit a scenario where all three projects are bundled together and added that there could be some beneficial math in the analysis.

Commissioner Levacy asked to see a solid business plan for all three types of hangars.

Mr. Kochis stated that forward movement needs to transpire to see growth.

Commissioner Davis asked about the timeframe to devise a financial plan.

Mr. Kochis stated the Treasure and Auditor would also need to be involved in a proposed financial plan.

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

Public Comments

Ray Stemen of Lancaster provided a prayer and spoke about the war against Christianity and the Bible.

Judy Stemen spoke about articles on the COVID vaccine and provided a handout that is contained in the minutes.

Legal Update

Assistant Prosecuting Attorney, Amy Brown-Thompson, spoke about the County Administration CRMS and Resolution Training she had participated in as a presenter and thanked those involved in the planning.

Commissioner Davis asked if counties would at some point receive revenue from sports gaming.

Assistant Prosecuting Attorney, Steven Darnell, spoke on sports gaming and House Bill 29, which addresses taxing sports gaming and the distribution of the revenue from the tax. He stated the bill levies a tax on sports gaming to fund education and youth sports and extracurriculars. He added the bill identifies revenue is to be disbursed as follows: 98% to a sports gaming profits education fund and 2% to a problem sports gaming fund.

Commissioner Davis stated the casino revenue should be monitored quarterly.

Mr. Darnell suggested raising the question to State Representatives.

County Administration Update

Week in Review

ARP Update

Ms. Cordle stated that from the \$30,607,546.77 received as the first and second tranche of fiscal recovery funds, \$20.4M has been appropriated, \$10.9M expended, and \$4.5M encumbered or obligated.

Deputy County Administrator, Jeff Porter, stated the fourth quarter report was filed before its due date and spoke about the ARP community projects. He added that he had a meeting with the ADAMH board and that they are searching for property.

Commissioner Davis asked if there are concerns with any entities receiving ARP funds.

Mr. Porter added that there are a couple of groups experiencing some delays due to the current market.

Governor's Executive Budget

Ms. Cordle stated that an updated request had been submitted to the Governor's office for the Workforce Center budget request.

Mr. Szabrak stated it is a big ask and thanked the Commission for their support.

Commissioner Levacy spoke about a meeting with Matthew Damschroder, Director of the Department of Job and Family Services.

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

Commissioner Fix added that he had participated in a meeting with State Representative LaRe and plans to meet with Senator Schaffer.

Special Improvement District 5 Year Renewal

Ms. Cordle provided that the City Prosecutor presented the 5-year renewal for membership in the Lancaster Downtown Special Improvement District and that the footage increase is 50 cents per year in the first three years and then 75 cents in the remaining two. She added that the agreement will be on the agenda for the next meeting.

Evening Commission Meetings

Ms. Cordle reported that the locations for the 7:00 pm evening Commission meetings had been established and were as follows:

Tuesday, March 7 at Pleasantville Community Center
Tuesday, June 13 at the Amanda Township Fire Department
Tuesday, August 8 at the Violet Township Wigwam Event Center
Tuesday, November 28 at the Berne Township Fire Department

Ms. Cordle thanked the townships who volunteered to host.

DECA District Competition at Workforce Center

Ms. Cordle stated that Lancaster High School is hosting a regional DECA Competition at the Workforce Center with over 100 students in attendance. She added DECA is a national career and technical student organization, and the district event qualifies students for its state competition.

Mr. Szabrak added that the event helps to promote the Workforce Center. He further added that the Workforce Center would host mock interviews in February.

Highlights of Resolutions

Administrative Approvals and Resolutions

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 28 resolutions for the voting meeting. She provided the following resolutions of note:

- A resolution to approve an authorized use of American Rescue Plan fiscal recovery, and the appropriation from unappropriated for that recovery fund, which is for the renovation of the Fairfield Center.
- A resolution amending a resolution authorizing the approval of establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates, and adding in the location of the evening meetings.
- A Resolution for Approval of Change Order No. 3 to the Contract between the Walsh Construction Group, LLC and the Fairfield County Commissioners.
- A resolution authorizing the approval of contracts with Hocking and Vinton Counties for housing prisoners in the Fairfield County Jail.

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

Budget Review

Budget Director, Bart Hampson, stated sales tax revenue is currently strong.

Dr. Brown, spoke about sales tax revenue and adjusting the estimate. She also spoke on comparing the actual receipts to the estimated.

Commissioner Davis stated he remains convinced of economic turmoil and spoke about the impact of inflation on sales tax revenue.

Recognition

Ms. Cordle provided the following recognitions:

- County Auditor, Dr. Brown, stated the GIS team did a great job leading the way in managing US Census related reports for all entities within the county.
- Dr. Brown thanked the County Auditor's payroll team for creating 2022 W-2's in record time.
- Dr. Brown thanked Rachel Elsea for creating the virtual dog show which ends at the end of January.
- Dr. Brown thanked Nick Dilley for quickly creating a map as part of a media request. Also, thanks to Josh Harper for helping with other requests for (voluminous) information (for multiple parcels and districts).
- Thank you to Bart Hampson and Jeff Porter for their work on ARP reporting.
- Employees have shared their appreciation for the great customer service they have received from Greg Irvine in IT.

Calendar Review/Invitations Received

Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, reviewed the following invitations and calendar items:

- Economic Development Strategic Plan Steering Committee Kickoff Meeting, January 24, 2023, 2:00 p.m., Commissioners' Hearing Room
- South Licking Watershed Conservancy District Meeting, January 24, 2023, 6:00 p.m., Hebron Municipal Complex, 934 W. Main St., Hebron
- Mid-Ohio Development Exchange Annual Meeting, January 26, 2023, 12:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
- Walnut Township Trustees Special Meeting, February 1, 2023, 7:00 p.m., Pleasantville Community Center, 207 W. Columbus St., Pleasantville, Mr. Dale Arnold, Director of Energy Policy, The Ohio Farm Bureau Organization Guest Speaker for a Solar Energy Briefing for Fairfield County and Township Government Officials
- Canal Winchester Chamber Annual Dinner and Awards Night, February 24, 2023, 6:00 p.m., Brewdog Dog Tap Columbus, 96 Gender Rd., Canal Winchester
- The State of Pickerington, City of Pickerington, Violet Township, & Pickerington Local School District, March 16, 2023, 11:00 a.m., Wigwam Event Center, 10190 Blacklick-Eastern Rd. NW, Pickerington

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

Correspondence

Rochelle Menningen, reviewed the following correspondence:

- Email composed by Economic and Workforce Director, Rick Szabrak, January 18, 2023, Subject: Fairfield County Workforce Center Biennial Budget Revised Request
- Letter from the Mannik Smith Group, January 9, 2023, Subject: Notification of Solid Waste Transfer Facility Permit to Install Application Lancaster Solid Waste Transfer Facility
- Ohio Division of Liquor Control Liquor Permit Transfer Notice from Permit Number 3440568 to Permit Number 1709091
- Email from Auditor's Office Communications Officer, Rachel Elsea, January 19, 2023, Subject: 2022 Tax Rates Updated on the Real Estate Site
- Lancaster/Fairfield County Hotel Survey, Deadline: February 1, 2023
- Letter, City of Lancaster, Dated: January 19, 2023, Public Hearing for Proposed Lancaster City Transfer Station, February 13, 2023, 6:30 p.m., Lancaster City Council Chambers, 111 S. Broad St., Lancaster
- Letter, Director, Ohio Department of Health, Bruce Vanderhoff, Regarding: Survey to Support the State Health Assessment and State Health Improvement Plan
- Memo from Fairfield County Auditor, Dr. Carri Brown, January 20, 2023, Subjects: Budget Commission, Tax Estimator Tool, Tyler Technologies Credit, Dog Registration Deadline & Virtual Dog Show, Homestead Program, MCJDC Reporting and US Census Reporting
- Correspondence from the Fairfield County Auditor, Dr. Carri Brown, November 18, 2022, Subject: Fiscal Officer Duties for the Multi-County Juvenile Detention Center (MCJDC) as of January 1, 2024; MCJDC Memo from Dr. Carri Brown; MCJDC 2022 Management Letter and Financial Statements
- Furtherance of Justice and Law Enforcement Trust Fund December Statements for Prosecutor's Office 2022 Corresponding Reports
- Health Department Announcement, January 20, 2023, The Fairfield County Board of Health Named F. David Petty the 2022 Recipient of the Public Health Guardian Award
- Fairfield County Board of Developmental Disabilities January 2023 Newsletter, Imagine
- Flyer, Regarding: Federal Law Changes SNAP Emergency Allotments
- Flyer, Free Tax Preparations, United Way of Fairfield County

Jail Population

Ms. Cordle stated that the jail population for January 17, 2023, was 248 with 20 of those being contracted placements, and for January 24, 2023, was 239 with 22 of those being contracted placements. Administrator Cordle added that the Sheriff reports that he has been trying to connect with the Meigs County Sheriff to discuss their contracted placements, and that the Sheriff is newly elected. She also added that the Fairfield County Sheriff indicated that Meigs has historically sent the greatest number of contracted placements and is currently not sending any.

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

Old Business

Commissioner Fix spoke about a meeting with Congressman Balderson at the Workforce Center. He also spoke about the budget request to the State.

Commissioner Davis spoke about a meeting with Chasilyn Carter to discuss the transit proposal and RLS, the company that will study the governance structure. The Commissioner spoke about the transfer of governance and shared that the transfer should line up with a calendar year for financial reasons. He also stated that the grant process for a state study would extend the agency transfer a year, causing the transfer of governance to move to 2025. He recommended that the county proceed with the RLS contract. The Commissioner shared stories of Uber rides he provided over the past weekend where approximately 90% acquired rides to and from work.

Commissioner Fix inquired as to the cost of that contract, and Commissioner Davis replied that it would be \$49,918.

New Business

Commissioner Fix offered his excitement for the kickoff meeting of the Steering Committee scheduled for later that day.

Auditor Brown spoke about the Homestead Program, which includes about 6% of owner-occupied homes in the County. Auditor Brown also spoke about her office's calendar of the month, a Fairfield County cemetery owned by the late President James Monroe, and the transfer of fiscal administration for MCJDC from Fairfield County to Licking County.

EMA and Facilities Director, Jon Kochis, stated the Sheriff's Office SWAT garage has been completed.

Commissioner Davis inquired as to the end of the current rental period for the SWAT facility.

Mr. Kochis provided that the rental period will end January 31, 2023.

Commissioner Davis called a five-minute recess at 10:28 a.m.

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Dan Neeley, Corey Clark, Jon Kochis, Tony Vogel, Lisa McKenzie, Dr. Carri Brown, Steven Darnell, Amy Brown-Thompson, Jeff Camechis, Branden Meyer, Michael Kaper, Staci Knisley, Marty Norris, Audrey Stoffel, Brandy Marshall, Judy Stemen, and Ray Stemen.

Attending virtually: Jeff Barron, James Bahnsen, Jessica Murphy, Lori Hawk, Brian Wolfe, Joshua Horacek, Ashley Arter, Becky, Belinda Nebbergall, Beth Cotrell, Britney Lee, CD Collins, Jonathan Ferbrache, Park, Lori Hawk, and Tony Vogel.

Pledge of Allegiance

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

Announcements

Regular Meeting #3 - 2023 – January 24, 2023

- 7 -

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

There were no announcements.

Approval of Minutes for January 17, 2023

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, January 17, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Board of Commissioners

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

- | | |
|--------------|---|
| 2023-01.24.a | A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the renovation of the Fairfield Center. |
| 2023-01.24.b | A resolution amending locations for resolution 2022-11.29.a, a resolution authorizing the approval of establishment of the Fairfield County Board of Commissioners' 2023 Review Session and Regular Meeting Dates, and Special Meeting Dates. |
| 2023-01.24.c | A Resolution to approve to rescind Resolution 2023-01.17.11, authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason |
| 2023-01.24.d | A resolution authorizing the approval of the Mortgage on a Program Year 2021, Community Housing Impact and Preservation Program (CHIP), Rehab Construction for Richard and Brenda Mason |
| 2023-01.24.e | A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2736, Sub fund# 8293 FY2022 CFLP Grant |

Deputy County Administrator, Jeff Porter, stated the ARP resolution is to consolidate costs for the Fairfield Center.

Commissioner Davis mentioned that the cash position on the Investment Advisory Committee needs to reflect the spend-down.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Auditor - Finance

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Payroll:

- | | |
|--------------|---|
| 2023-01.24.f | A resolution to appropriate from unappropriated in a major expenditure object category Reese Peters Hotel Motel Tax #2423 |
|--------------|---|

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

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

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

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

2023-01.24.g A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas County Probation Fund 2365.

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2023-01.24.h A resolution approving an account-to-account transfer in a major object expense category.

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

Approval of Resolutions from the Fairfield County Emergency Management Agency

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

2023-01.24.i A resolution authorizing an EMA fund to fund transfer.

2023-01.24.j A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds.

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

Approval of Resolutions from the Fairfield County Engineer

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

2023-01.24.k A resolution granting Jeremiah Upp, County Engineer, and staff permission to attend.

2023-01.24.l A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment, software & fixtures.

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

2023-01.24.m 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, Dave Levacy and Steve Davis

Approval of a Resolution from Fairfield County Facilities

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

2023-01.24.n A Resolution for Approval of Change Order No. 3 to the Contract between the Walsh Construction Group, LLC and the Fairfield County Commissioners.

Administrator Cordle stated the resolution contains a slight reduction due to the BMV changing locations.

Roll call vote of the motion resulted as follows:

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

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

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

2023-01.24.o A resolution to approve a reimbursement for funds included in a returned Amazon check as a memo expenditure for fund# 7521 Family, Adult, and Children First Council.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2023-01.24.p A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2018 reimbursing Fund 2072.

2023-01.24.q A resolution regarding a Purchase of Service Contract between Avertest, LLC dba Averhealth and Job & Family Services.

2023-01.24.r A resolution regarding Network Placement and Related Services Agreement between Bellefaire Jewish Children's Bureau and Child Protective Services Department.

2023-01.24.s A resolution regarding Network Placement and Related Services Agreement between Stevens Treatment Programs and Child Protective Services Department.

Regular Meeting #3 - 2023
Fairfield County Commissioners' Office
January 24, 2023

- 2023-01.24.t A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services.
- 2023-01.24.u A Resolution Amendment regarding approval of an Agreement between The Ohio State University and Fairfield County Job & Family Services, Fairfield County Child Protective Services (CPS) Division.
- 2023-01.24.v A resolution regarding Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and Child Protective Services Department.
- 2023-01.24.w A resolution regarding Network Placement and Related Services Agreement between Specialized Alternatives for Families & Youth (SAFY) and Child Protective Services Department.
- 2023-01.24.x A resolution regarding Network Placement and Related Services Agreement between CHOICES, Inc.- Children Have Options in Caring Environments and Child Protective Services Department.
- 2023-01.24.y A resolution regarding Network Placement and Related Services Agreement between New Beginnings Residential Treatment Center and Child Protective Services Department.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Sheriff

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

- 2023-01.24.z A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Hocking County Board of Commissioners (Hocking BCC) and the Hocking County Sheriff (Hocking Sheriff) for housing prisoners in the Fairfield County Jail. [Sheriff]
- 2023-01.24.aa A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the Vinton County Board of Commissioners (Vinton BCC) and the Vinton County Sheriff (Vinton Sheriff) for housing prisoners in the Fairfield County Jail

Administrator Cordle stated these resolutions are for the two prisoner contracts she spoke of earlier.

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

Regular Meeting #3 - 2023 – January 24, 2023

- 11 -

2023-01.24.bb A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

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

Adjournment

Commissioner Fix spoke about the recent Lancaster Eagle Gazette article for the idea of an outer belt that would be built outside of 270. He offered his excitement that the concept was beginning to get attention and believes it will happen in the next forty years.

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:41 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, January 31, 2023.

Adjournment

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

Adjournment

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:41 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, January 31, 2023.

Motion by: Jeff Fix Seconded by: Dave Levacy
that the January 24, 2023, minutes were approved by the following vote:

YEAS: Jeff Fix, Dave Levacy, Steve Davis

NAYS: None

ABSTENTIONS: None

*Approved on January 31, 2023

Steven Davis
Commissioner

Dave Levacy
Commissioner

Jeff Fix
Commissioner

Rochelle Menningen, Clerk

A resolution to authorize the President of the Fairfield County Board of Commissioners to sign the Petition for the Downtown Special Improvement District (SID) renewal.

WHEREAS, over the past 20 years the SID has remained focused on the economic growth and downtown renewal of its properties and continues to expand with new businesses that have created a vibrant and healthy atmosphere; and

WHEREAS, the attached petition is a required step in the SID renewal process and signing the petition expresses the Board of Commissioners' desire to renew the SID; and

WHEREAS, the Special Improvement District (SID) renewal is for a five (5) year period.

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

Section 1. That the Board of Commissioners continue to support the Special Improvement District and authorizes its president, listed below, to sign the attached renewal petition.

Steve Davis

Prepared by: Rochelle Menningen
cc: Downtown Lancaster Special Improvement District.



CITY OF LANCASTER, OHIO
Office of the Law Director & City Prosecutor
Stephanie L. Hall

January 17, 2023

Dear Downtown Lancaster Special Improvement District Members:

Enclosed please find the Petition for the Downtown Lancaster Special Improvement District (SID) renewal. The SID Board has also included an informational letter attached to this cover letter.

The Petition is a required step in the SID renewal process. Your signature on the Petition is required to express your vote to renew the SID. Failure to sign and/or return the Petition will represent a vote against renewing the SID.

The SID renewal is for the following dollar amount per lineal foot for a five (5) year period:

2024	2025	2026	2027	2028
\$12.50	\$13.00	\$13.50	\$14.25	\$15.00

The Petition contains the following:

1. Petition signature page;
2. Exhibit A – Articles of Incorporation for the SID;
3. Exhibit B – Code of Regulations for the SID;
4. Exhibit C – Bylaws of the SID;
5. Exhibit D – SID Description and map;
6. Exhibit E – Real property ownership list with assessment;
7. Exhibit F – Initial Services Plan adopted by the SID Board Letter;
8. Exhibit G – Your actual assessment (not including the County Auditor's fee of 4% of the annual assessment in addition to the assessment amount); and
9. Exhibit H – SID Five-year budget.

Please return the signed Petition and Exhibit G by January 31, 2023, in the attached self-addressed stamped envelope to Teresa Sandy, Clerk of Council, 136 W. Main Street, PO Box 1008, Lancaster, Ohio 43130. We will provide a copy of the signed Petition upon request. Petitions may be turned in after January 31, 2023, but we would appreciate your timely response.

Please contact Leah Blevins, SID Board Chairperson at (614) 404-1384 for questions on the SID itself or the renewal process at your earliest convenience so the renewal process stays on schedule.

Respectfully Submitted,

Stephanie L. Hall

Stephanie L. Hall,
Law Director & City Prosecutor

Petition
To the City Council of the City of Lancaster, Ohio
Petition for the creation of the
Downtown Lancaster Special Improvement District

The undersigned, being the owners of at least sixty percent (60%) of the front footage of property that abuts upon any street, alley, public road, place, boulevard, parkway, park entrance, easement, or other existing public improvement within the area described in the Articles of Incorporation described below and attached hereto as **Exhibit A**, hereby petition for the renewal of the Downtown Lancaster Special Improvement District (the "District") pursuant to R.C. Ch. 1710.

The District shall be administrated by the Downtown Lancaster Special Improvement District, Inc. (the Corporation), an Ohio not-for-profit corporation, which shall use its best efforts to accomplish the goals in the Articles of Incorporation, Code of Regulations and By-Laws, attached hereto as **Exhibits A, B and C** respectively.

A map showing generally the boundaries of the District is attached as **Exhibit D**. A definitive list of the properties included in the District, identified by tax identification number, is attached as **Exhibit E**. The list of properties shall govern in case of any discrepancies between the list and the map.

By signing this petition, the undersigned agrees to the Initial Services Plan attached hereto as **Exhibit F** for the provision of professional services to the Downtown Lancaster Special Improvement District, Inc.

By signing this petition, the undersigned hereby represents that it is the owner of the property identified on **Exhibit G** attached hereto and incorporated herein by reference or is authorized to sign this petition on behalf of the owner.

Signature of Owner
(Individual owner(s))

Print Name

Signature

Print Name

Signature

Print Name

Signature

Signature of Owner
(Entity owner(s))

Print Name of Owner

Signature

Print Name of Owner

Signature

Print Name of Owner

Signature

Real Property Assessment
Downtown Lancaster Special Improvement District Inc.

Fairfield County Commissioners
210 E. Main Street Room 301
Lancaster, Ohio 43130

Property Address	Parcel Number	Front Footage (FF)	Corner Adjusted Footage (CAF)	Assessment				Assessment			
				Year 2024	Year 2025	Year 2026	Year 2027	Year 2028	Year 2029	Year 2030	Year 2031
145 E. Main Street	053-50472-00	82.50	82.50	\$ 1,031.25	\$ 1,072.50	\$ 1,113.75	\$ 1,175.63	\$ 1,237.50			
239, 241 W. Main Street	053-50334-00	293.50	293.50	\$ 3,668.75	\$ 3,815.50	\$ 3,962.25	\$ 4,182.38	\$ 4,402.50			
145 E. Main Street	053-50471-00	41.25	41.25	\$ 515.63	\$ 536.25	\$ 556.88	\$ 587.81	\$ 618.75			
145 E. Main Street	053-50473-00	41.00	41.00	\$ 512.50	\$ 533.00	\$ 553.50	\$ 584.25	\$ 615.00			
				(\$12.50/FF) (\$13.00FF) (\$13.50/FF) (\$14.25/FF) (\$15.00/FF)							
Total		458.25	458.25	\$ 5,728.13	\$ 5,957.25	\$ 6,186.38	\$ 6,530.06	\$ 6,873.75			

Downtown Lancaster SID, Inc.						
	2024 12.50	2025 13.00	2026 13.50	2027 14.25	2028 15.00	
Revenue						Revenue
Assessment	\$ 82,340	\$ 85,592	\$ 88,927	\$ 93,867	\$ 98,807	Assessment
County fee	(3,294) \$ 79,046	(3,424) \$ 82,168	(3,557) \$ 85,370	(3,755) \$ 90,112	(3,952) \$ 94,855	County fee
Storm Water Credit	10,000	10,000	10,000	10,000	10,000	Storm Water Credit
Port Authority Contribution	10,000	10,000	10,000	10,000	10,000	Port Authority Contribution
Total revenue	<u>\$ 99,046</u>	<u>\$ 102,168</u>	<u>\$ 105,370</u>	<u>\$ 110,112</u>	<u>\$ 114,855</u>	Total revenue
Expense						Expense
* DDL transfer	\$ 77,189	\$ 79,843	\$ 82,565	\$ 85,252	\$ 87,939	DDL transfer
** Storm Water Credit transfer to DDL	10,000	10,000	10,000	10,000	10,000	** Storm Water Credit transfer to DDL
Insurance	1,750	1,750	1,750	1,750	1,750	Insurance
Tax prep and fees	650	650	650	650	650	Tax prep and fees
State audit	1,100	-	1,100	-	1,100	State audit
Depreciation	1,700	1,700	1,700	1,700	1,700	Depreciation
Maintenance	5,000	5,000	5,000	5,000	5,000	Maintenance
Total expense	<u>\$ 97,389</u>	<u>\$ 98,943</u>	<u>\$ 102,765</u>	<u>\$ 104,352</u>	<u>\$ 108,139</u>	Total expense
Excess of revenue/(expense)	<u>\$ 1,657</u>	<u>\$ 3,225</u>	<u>\$ 2,605</u>	<u>\$ 5,760</u>	<u>\$ 6,716</u>	Excess of revenue/(expense)

* SID contracts DDL on an annual basis to execute the basic services plan

** Storm Water Credit reimburses DDL for maintenance within the SID



Real Property Assessment
Downtown Lancaster Special Improvement District Inc.

Fairfield County Commissioners
210 E. Main Street Room 301
Lancaster, Ohio 43130

		<div>(\$12.50/FF) (\$13.00FF) (\$13.50/FF) (\$14.25/FF) (\$15.00/FF)</div>						
Property Address	Parcel Number	Front Footage (FF)	Corner Adjusted Footage (CAF)	Assessment Year 2024	Assessment Year 2025	Assessment Year 2026	Assessment Year 2027	Assessment Year 2028
145 E. Main Street	053-50472-00	82.50	82.50	\$ 1,031.25	\$ 1,072.50	\$ 1,113.75	\$ 1,175.63	\$ 1,237.50
239, 241 W. Main Street	053-50334-00	293.50	293.50	\$ 3,668.75	\$ 3,815.50	\$ 3,962.25	\$ 4,182.38	\$ 4,402.50
145 E. Main Street	053-50471-00	41.25	41.25	\$ 515.63	\$ 536.25	\$ 556.88	\$ 587.81	\$ 618.75
145 E. Main Street	053-50473-00	41.00	41.00	\$ 512.50	\$ 533.00	\$ 553.50	\$ 584.25	\$ 615.00
		Total	458.25	\$ 5,728.13	\$ 5,957.25	\$ 6,186.38	\$ 6,530.06	\$ 6,873.75



**Downtown Lancaster Special Improvement District
Initial Services Plan (approved by SID Board 03.21.18)**

The Downtown Lancaster Special Improvement District, Inc. will operate as a nonprofit corporation and engage in economic development and maintenance activities to retain, expand, and attract business investment in Downtown Lancaster.

Professional staff shall work for Downtown Lancaster Special Improvement District Inc and shall function as its operating unit.

The mission of the Downtown Lancaster Special Improvement District is to conceive, initiate, and manage economic development programs that contribute to the sustained revitalization of Downtown Lancaster.

Downtown Lancaster Special Improvement District Basic Services

The primary goal of the Downtown Lancaster SID is to develop value added programs for Downtown Lancaster property owners and businesses by providing basic services to SID participating owners of real property within the district. These services are designed to increase real estate activities, improve public perception, and move the revitalization of Downtown Lancaster forward.

The following services shall be performed by the Downtown Lancaster Special Improvement District, Inc, over the next 5 years beginning January 1, 2019 through December 31, 2023.

BASIC SERVICES

Advisory Services

The Downtown Lancaster Special Improvement District will provide advisory services to property owners and businesses in the district consisting of:

- Planning and Business Development
- Financial strategies and programs
- Feasibility analyses
- Site/property evaluation and acquisition
- Government consents and participation
- Market research and analysis
- Marketing strategies and programs
- Land use and master planning
- Project organization and consultation
- Technical services
- Construction planning and property management

BASIC SERVICES (continued)

Economic Development

The Downtown Lancaster Special Improvement District will pursue a 6 part economic development strategy consisting of the following elements:

1. Maintenance and continual updating of the property inventory of the Downtown Lancaster SID. This will include adding to the existing inventory both qualitative and quantitative data that will aid in the marketing of individual properties and of the District as a whole. (Current Reality)
2. Continued Strategic Planning for Downtown SID. Using data collected and the adopted 10 year Downtown Vision plan, create a Best Use list for available Downtown properties and properties needing significant reinvestment.
3. Continued Participation in the Development Process. Seek opportunities to recruit businesses to the District and identify and work with property owners and developers interested in new construction or renovation. Continued work with the Lancaster Historic District and support of enforcement of current design guidelines. Creation of a comprehensive public parking plan. Creation of a business retention plan for the district.
4. Marketing to targeted groups. Create a marketing strategy to market available Downtown investment opportunities to targeted groups, developers, and individuals. This includes close working relationships with realtors and property owners who have property listed. Work with the community to dispel misconceptions about the District and tell our story in an effort to improve public opinion, perception and to re-engage the public in the idea of a vibrant and alive Downtown.
5. Creation of a one stop Investor Resource Center. Create and maintain a list of incentives available within the district as well as information on permitting, incentives, funding options, and general access to other business and entrepreneurial resources.
6. Development of new partnerships and programs and continuation of current partnerships and programs: Through resources and public/private partnerships available to the SID, develop and continue programs that will aid in the development and revitalization of Downtown, including loan partnerships, façade improvement loans/grants, marketing of available options like the county RLF, expedited permitting, CRAs, historic tax credits, grants, CDBG, Clean Ohio funds, and fee waivers.

BASIC SERVICES (continued)

Maintenance

The Downtown Lancaster Special Improvement District will continue the following maintenance activities in the district:

- Planter maintenance (planting, watering, mulching, weeding, pruning)
- Sidewalk cleaning
- Litter and debris removal
- Trash collection
- Snow and ice removal
- Bench maintenance
- Sidewalk maintenance
- Maintenance of decorations and street-scape

Organization

The Downtown Lancaster Special Improvement District will represent the interests of downtown property owners to local public sector officials.

Appendix A

Downtown Lancaster Special Improvement District Planning Priorities

OVERVIEW:

There are many organizations which are interested in the development of the Lancaster's Downtown. These include the property and business owners, City Council, Special Improvement District (SID) members, Destination Downtown Lancaster, The Chamber of Commerce, the Visitors & Convention Bureau, Decorative Arts Center, Ohio Glass Museum, Fairfield Heritage Association, Downtown service clubs and the Performing Arts Center Committee members. There are many exciting activities and programs that are sponsored on behalf of these groups in Downtown Lancaster throughout the year that make a vibrant and attractive Downtown important.

The Lancaster Special Improvement District was formed and the members elected to assess themselves for the purpose of maintaining and improving Downtown, as follows:

PURPOSES FOR FORMING THE SID (Articles of Incorporation):

1. To encourage and participate in programs that will maintain, improve and build the downtown area of the City of Lancaster as a viable place of business, cultural and recreational activity.
2. To assist the City of Lancaster, Fairfield County and other agencies and groups in providing programming which will preserve the economic well-being and opportunities in the downtown area of the City of Lancaster.
3. To encourage and participate in programs to preserve the aesthetic, architectural and historic character of the downtown area of the City of Lancaster.

SID BASIC SERVICES (Articles of Incorporation)

Economic Development:

1. Specifically define what exists downtown.
2. Determine what can be done to make spaces more marketable in the downtown district.
3. Participate in the development process.
4. Marketing to target groups.
5. Development of new revitalization programs.

SID Maintenance:

1. Planter maintenance and weeding
2. Sidewalk sweeping and cleaning
3. Litter and Debris removal
4. Trash emptying
5. Snow shoveling

SID Organization:

Represent the interests of downtown property owners to local public sector officials.

SERVICE PLAN FOR 2019-2023:

1. Sweep and clean sidewalks, remove litter and debris and empty trash receptacles
2. Maintain and weed planters (tree wells)
3. Remove snow and de-ice sidewalks
4. Market the Downtown
5. Conduct economic development functions for Downtown including but not limited to:
 - A. Pursue more public off-street parking
 - B. Promote retail stores
 - C. Complete an available property inventory
 - D. Compile key information for prospective investors in Downtown
 - E. Recruit property owners and tenants
 - F. Investigate and pursue grant writing opportunities
 - G. Brand Downtown

Special Improvement District

REAL PROPERTY OWNERSHIP



Name	Parcel Number	Front Footage
Equity Trust Company Custodian	053-50387.00	38
City of Lancaster	053-58001.00	82.5
City of Lancaster	053-58001.00	181.5
City of Lancaster	053-58005.00	82.5
City of Lancaster	053-58005.00	181.5
City of Lancaster	053-58010.00	82.5
City of Lancaster	053-58010.00	181.5
City of Lancaster	053-58015.00	82.5
City of Lancaster	053-58015.00	181.5
City of Lancaster	053-58330.00	50
City of Lancaster	053-58335.00	92.5
City of Lancaster	053-58340.00	50.3
City of Lancaster	053-58515.00	41.25
City of Lancaster	053-58520.00	28
City of Lancaster	053-50598.00	43
City of Lancaster	053-50399.00	37
City of Lancaster	053-50400.00	45
Fairfield Heritage Association	053-58320.00	41.25
Lancaster Fairfield County Chamber of Commerce	053-50455.00	23.34
Lancaster Fresh Market, Inc	053-50408.00	86
Cannon Park Properties LLC	053-50455.10	14.7
Cannon Park Properties LLC	053-50455.20	8.63
Fairfield Federal Savings & Loan Association	053-50457.00	65
Fairfield Federal Savings & Loan Association	053-50466.00	82.5
Fairfield Federal Savings & Loan Association	053-50467.00	41.25
Fairfield Federal Savings & Loan Association	053-50469.00	41.25
Fairfield Federal Savings & Loan Association	053-50481.00	43.4
Scheffler, David L. & Kristi E	053-52394.00	21
Scheffler, David L. & Kristi E	053-52395.00	21
Scheffler, David L. & Kristi E	053-52396.00	21
Scheffler, David L. & Kristi E	053-52397.00	21
UP2R Holdings LLC	053-50454.00	20.6
UP2R Holdings LLC	053-50456.00	35.83
Dowdy Tracie L.	053-50351.00	34.5
01/31/2023		127

Special Improvement District

REAL PROPERTY OWNERSHIP

Name	Parcel Number	Front Footage
Main Street Legacy Properties LLC	053-50396.00	30
Abdalla Enterprises LTD	053-50478.00	19
Abdalla Enterprises LTD	053-50479.00	18
Nippert Properties LTD	053-50423.00	84.75
Nippert Properties LTD	053-50424.00	110
Ohio Glass Museum	053-58040.40	63.55
Baltimore Rental Group LLC	053-50426.00	56.6
Berens Deborah L.	053-50482.00	40
Chicos Enterprises of Ohio LLC	053-50470.00	82.5
Nation City Bank Columbus	053-50409.00	45
Nation City Bank Columbus	053-50410.00	41
Nation City Bank Columbus	053-50411.00	24
Nation City Bank Columbus	053-50397.00	51.2
Nation City Bank Columbus	053-50398.00	28
Skyhunt Holdings LLC	053-50483.00	42
Saint James Place LLC	053-50458.00	40
St Johns Episcopal Church	053-58300.00	Exempt
Wardons & Westryman St Johns Episcopal Church	053-58305.00	Exempt
TSP Properties LLC	053-50362.00	77
Park National Bank	053-50401.00	18
Park National Bank	053-50402.00	23
Park National Bank	053-50403.00	19
Park National Bank	053-50446.00	28
Park National Bank	053-50447.00	38.67
Park National Bank	053-50448.00	44
140 East Main Street LLC	053-50484.00	32
New Bailey Inc	053-50485.00	41.5
136 Main Law Building LLC	053-50486.00	50
JL8586 01/31/2023	053-50444.00	23.25

Special Improvement District

REAL PROPERTY OWNERSHIP

<u>Name</u>	<u>Parcel Number</u>	<u>Front Footage</u>
CC3 Properties LLC	053-50431.00	21
The Minute Bar Real Estate LLC	053-50443.00	19
The Minute Bar Real Estate LLC	053-50445.00	26
135 W Main Street LLC LLC	053-50449.00	41.25
117 N Columbus Street LLC	053-50350.00	18
Williams, Robert A. & Marisa A.	053-50440.00	41
The Fairfield County Foundation	053-58325.00	97.5
Orange Carpet Inc	053-50427.00	41.4
Orange Carpet Inc	053-50428.00	23.4
Project Restoration LLC	053-50386.00	26.95
Board of County Commissioners	053-50471.00	41.25
Board of County Commissioners	053-50472.00	82.5
Board of County Commissioners	053-50473.00	41
Board of County Commissioners	053-50334.00	293.5
LAN Holdings LLC	053-50373.00	35
222 South Broad St Corporation	053-50375.00	140
222 South Broad St Corporation	053-50600.80	30
222 South Broad St Corporation	053-50600.90	22
222 South Broad St Corporation	053-50601.00	30.5
222 South Broad St Corporation	053-50601.80	48
222 South Broad St Corporation	053-50601.90	36
Sheridan Funeral Home Inc	053-50554.00	60
Sheridan Funeral Home Inc	053-50555.00	50
Sheridan Funeral Home Inc	053-50556.00	54
Benadum LLC	053-50550.00	81.2
Benadum LLC	053-50551.00	49
Benadum LLC	053-50552.00	33
Benadum LLC	053-50553.00	82.5
Lacy, Amy R.	053-50393.00	10

Special Improvement District

REAL PROPERTY OWNERSHIP

<u>Name</u>	<u>Parcel Number</u>	<u>Front Footage</u>
Fox Den Management Company LLC	053-50395.00	52.5
121 Main Street LLC	053-50453.00	20.6
Andrew Mott	053-50374.00	41.5
Dave Jones	053-50340.00	49.75
Triple J Properties	053-52384.00	90.75
Triple J Properties	053-52392.00	90.75
Triple J Properties	053-52393.00	82.05
Triple J Properties	053-50341.00	45.5
Charles S Dearing	053-50599.00	45
Charles S Dearing	053-50600.00	37.5
Lancaster City School District	053-50596.00	39.5
Lancaster City School District	053-50405.00	41.25
Lancaster City School District	053-50406.00	32.26
Lancaster City School District	053-50407.00	50
Kirn Holdings LLC	053-50358.00	17.35
Kirn Holdings LLC	053-50359.00	23.9
Kirn Holdings LLC	053-50360.00	41.25
Kirn Holdings LLC	053-50361.00	181.25
Kirn Holdings LLC	053-50363.00	117
Nine Fifteen Land Company LLC	053-50338.00	47
Producto Investments Inc	053-50441.00	17
Producto Investments Inc	053-50442.00	16
Kucherski, Lev & Lidia	053-50452.00	41.25
The Mithoff Companies Ltd	053-58039.40	264
The Mithoff Companies Ltd	053-50392.00	83
The Studios at 123 LLC	053-50437.00	182
AD Ruff LLC	053-50345.00	13.85
AD Ruff LLC	053-50346.00	82.8
AD Ruff LLC	053-50346.00	127.13
01/31/2023		130

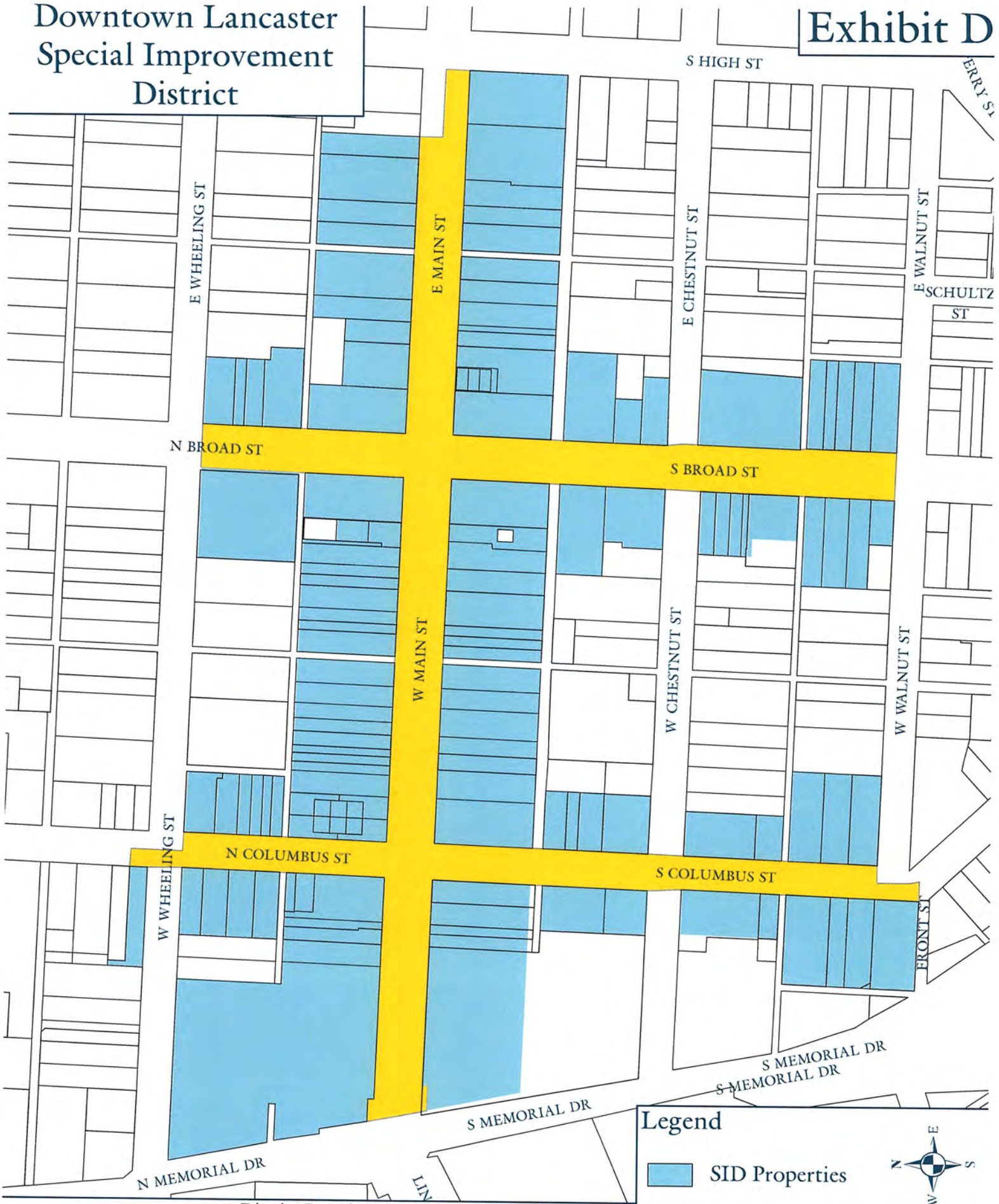
Special Improvement District

REAL PROPERTY OWNERSHIP

<u>Name</u>	<u>Parcel Number</u>	<u>Front Footage</u>
Fairfield Homes Inc.	053-50368.10	146.5
Fairfield Homes Inc.	053-50356.00	313.83
O'Connor Properties LLC	053-50339.00	40
Unified Bank	053-20220.00	33
Integrated Community Enterprises LLC	053-50451.00	24
Integrated Services of Appalachian Ohio Inc	053-50450.00	17
Big Idea Promotions LLC	053-50429.00	17
Fairfield Paint and Oil Co.	053-50430.00	22
Endless Options LLC	053-50391.00	23.5
Alissa M Stilwell	053-50487.00	114.5

Downtown Lancaster Special Improvement District

Exhibit D



Legend

- SID Properties
- FFA



District Description

The approximate boundaries of the Downtown Lancaster Special Improvement District are from Memorial Drive to High Street, and from Wheeling Street to Walnut Street, as depicted on this map.

Map Prepared: 1/12/2023
By: Lancaster GIS Department



BY-LAWS
OF THE BOARD OF DIRECTORS OF
DOWNTOWN LANCASTER SPECIAL IMPROVEMENT DISTRICT, Inc
(A non-profit Corporation)
Tax ID: 1470850

- 1) Annual Organization Meeting: The annual meeting of the members of the Downtown Lancaster Special Improvement District, Inc. shall be held January of each year at such a time and place as shall be designated by the Board of Directors. The annual, meeting shall be held for the purpose of: electing Directors to the Board of Directors; receiving reports of the Directors; and, for transacting such other business as may come before it.
- 2) Regular Meetings: The Board of Directors shall hold regular meetings at such times and places as shall be established by the Board of Directors. At the first meeting each year, or at such other meeting as the Directors may designate, the Directors shall elect officers of the Corporation. The Secretary of the Corporation shall provide notice of all meetings, and the purposes thereof, to all members of the Board of Directors.
- 3) Special Meetings: Special meetings may be called by the Chairman or twenty-five percent (25%) of the members of the Board of Directors. The notice of any special meeting shall set forth the time, date, and place thereof and the person or persons calling such meeting shall cause such notice to be given. Notice for each such meeting shall be given to each Director in writing. Unless otherwise limited to the notice thereof, any business may be transacted at any special meeting.
- 4) Waiver of Notice of Meeting: Any Director may, either by personal presence at the meeting or by written waiver, signed either before or after the meeting, waive notice of any meeting of the Board of Directors, and meetings of the Board of Directors may be held, without notice, at any time and place, if all the Directors are either present, and none protest prior to or at the commencement of the meeting the lack of proper notice, or waive, in writing, as above e provided, notice of such meeting.
- 5) Quorum: A majority of the Board of Directors shall constitute a quorum for the conducting of any business by the Board and a majority of the Board members present is necessary to constitute a quorum to adopt any action of the Board.
- 6) Action Without Meeting: Nothing herein shall prevent the Directors from acting without a meeting by writing signed by all the Directors, as provided by law or the Code of Regulations.
- 7) Amendments: These By-Laws may be amended or repealed and new By-Law may be adopted, at any meeting of the Board of Directors, by affirmative vote of two-thirds (2/3) of the whole number of Directors then in office, as provided in the Regulations of the Corporation.

CODE of REGULATIONS
Of
DOWNTOWN LANCASTER SPECIAL IMPROVEMENT DISTRICT, Inc
(A non-profit Corporation)
Tax ID: 1470850

ARTICLE I: NAME AND PURPOSE

Section 1: The name and purpose of the Corporation is as set out in its Articles of Incorporation. A copy of which is attached hereto as Exhibit "A".

ARTICLE II: MEMBERSHIP

Section 1: The annual meeting of the members of the Downtown Lancaster Special Improvement District, Inc. shall be held January of each year at such a time and place as shall be designated by the Board of Directors. The annual, meeting shall be held for the purpose of: electing Directors to the Board of Directors; receiving reports of the Directors; and, for transacting such other business as may come before it.

Section 2: Any number of individual members present shall constitute a quorum at any annual or special meeting of the members.

Section 3: Special meetings of the members may be called by the Chairman, or 5 or more members of the Board of Directors.

Section 4: a). Notice of the annual meeting of the members shall be sent to members by email, fax, or regular mail in time reasonably calculated to be delivered at least five (5) days before the date of the meeting.

b). Notice of any special meeting of the members shall include an agenda and shall be sent by email, fax, or regular main in time reasonably calculated to be delivered at least five (5) days before the date of the meeting.

ARTICLE III: BOARD OF DIRECTORS

Section 1: The Board of Directors shall be the governing board of the Corporation and shall consist of at least eleven (11) Directors, or more, all of whom shall be voting Directors. The Board of Directors shall include at least the Mayor of the City of Lancaster, or the Mayor's designated representative or proxy; the designated representative or appointee of City Council of the City of Lancaster; the designated representative or appointee of the Commissioners of Fairfield County, Ohio; and at least eight (8) other members.

Section 2: The term of office of the Mayor of the City of Lancaster shall be the term of office held by the Mayor or the Mayor's designee. The term of office for the designated representative or appointee of the City Council of the City of Lancaster shall be for one year unless otherwise stipulated by the City Council of the City of Lancaster. The term of office for the designated representative or appointee of the Commissioners of Fairfield County shall be for one year, unless otherwise stipulated by the Commissioners of Fairfield County, Ohio. Member directors shall be elected as follows: all eight member directors shall be elected to a two year term by a majority of the members. The elections and terms shall be staggered with four member directors elected one year and then the other four elected the next year. In the event of future enlargement of the Board of Directors, nominations to the Board of Directors shall be requested by the Board from its members.

Section 3: All powers concerning the operation of the Corporation are reserved to the Board of Directors except those delegated to the officers and others hereinafter set forth, or by future resolution of the Board of Directors. In general, the Board of Directors shall have the power to adopt and or amend the By-Laws of the Corporation, contract for professional and/or management services, purpose, initiate, or approve any study, policy, plan or other matter concerning the purposes of the Corporation; adopt an operating budget for the Corporation, and review any action of the officers and others.

Section 4: A Director may be removed for good cause shown by the vote of seventy-five percent (75%) of the remaining members of the Board of Directors or may resign at any time by notice in writing delivered to any other officers of the Corporation.

ARTICLE IV: MEETINGS OF THE BOARD OF DIRECTORS

Section 1: The Board of Directors shall hold regular meetings at such times and places as shall be established by the Board of Directors. At the first meeting each year, or at such other meeting as the Directors may designate, the Directors shall elect officers of the Corporation. The Secretary of the Corporation shall provide notice of all meetings, and the purposes thereof, to all members of the Board of Directors.

Section 2: Special meetings may be called by the Chairman or twenty-five percent (25%) of the members of the Board of Directors. The notice of any special meeting shall set forth the time, date, and place thereof and the person or persons calling such meeting shall cause such notice to be given. Notice for each such meeting shall be given to each Director in writing. Unless otherwise limited to the notice thereof, any business may be transacted at any special meeting.

Section 3: A majority of the Board of Directors shall constitute a quorum for the conducting of any business by the Board and a majority of the Board members present is necessary to constitute a quorum to adopt any action of the Board.

Section 4: Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval of, and in writing or writings signed by, all members of the Board of Directors then in office.

ARTICLE V: NOMINATIONS AND ELECTION OF DIRECTORS

Section 1:

- a. Nominating Committee: The nominating committee shall consist of at least three (3) members of the Board of Directors appointed by the Chairman. The nominating committee shall nominate candidates for election to the Board of Directors following the qualifications for Board Members as set forth herein.
- b. Criteria for Nomination: Except as otherwise provided, the Board of Directors shall be elected from among the members
- c. Submission of Nominations: Prior to the January Board meeting of each year, the Nominating Committee shall present to the Chairman a slate of candidate who are members in good standing and who are agreed to accept the responsibility of being a Director to serve a two year (2) term to replace a Director whose term is expiring. The nominations shall be presented to the Board for its approval at the regular Board meeting in November of each year.
- d. Notice of Nominations: Upon approval of the slate of candidates by the Board, the Chairman, on or before the annual meeting, shall notify the membership of the following information:
 1. The names and addresses of each person nominated as a candidate for Director;
 2. The names and addresses of each person on the Board whose term will expire on the date of the next annual meeting;
 3. The names and addresses of each person on the Board whose term will not expire on the date of the next annual meeting;
- e. Nominations: Additional names of candidates for Directors may be nominated at the annual meeting by qualified members in attendance thereat.
- f. Election of Directors: If a nomination is made by a member at the annual meeting and a written ballot is necessary, the following applies, otherwise a hand or voice ballot is acceptable:
 1. The Chairman shall appoint three (3) judges made up of the members of the Board of Directors who are not nominees for election to the Board. The judges shall prepare the ballot, oversee the casting, counting, and certification of the vote and election of candidates to the Board.

2. The candidates shall be listed on the ballot in alphabetical order. The Board of Directors shall have the right to order the judges to include on the ballot such information as it deems important.
 3. The ballot shall be distributed to each member entitled to vote who attends the annual meeting of the members. No absentee ballots shall be permitted. The Board may establish procedures and rules for voting by proxy.
 4. The judges shall collect the ballots, validate the count the same and certify to the Board of Directors the names of elected Directors.
 5. The number of candidates needed to fill the vacancies receiving the greatest number of votes shall be declared the elected Directors.
 6. The Board of Directors shall have the power to make such other rules as may be necessary to assure a fair and reasonable procedure for implementing the vote.
- g. If no nominations are made from the floor by a member and the nominating committee has made its nominations, the nominations shall be closed and the nominated slate of candidates shall be declared elected to the Board of Directors. If the nominating committee has nominated more candidates than there are vacancies, then the provisions starting at Section 3(f) of this Article shall be followed.
 - h. Each and every date provided for this Article V may be extended for additional days, not to exceed ten (10), upon approval by a two-thirds vote of the Board of Directors.

Section 2: All newly elected Board members shall be seated at the next regular meeting of the Board of Directors after the annual meeting and said term will end at the conclusion of the annual meeting of members of the year ending the Director's term.

Section 3:

- a. A member of the Board of Directors who is absent from two (2) consecutive regular meetings of the Board of Directors shall be deemed to have resigned from membership on the Board, unless any absence is forgiven by a majority vote of the Board of Directors then present to vote at any such regular meeting
- b. Vacancies on the Board of Directors, or among officers, shall be filled by the Board of Directors by a majority vote. The newly elected Director or Officer shall serve from the date of the appointment until the end of the term so filled.

ARTICLE VI: OFFICERS

Section 1: The Board of Directors shall elect a Chairman, a Vice Chairman, a Secretary, and a Treasurer, and such other officers as the Board of Directors may see fit. The officers shall be chosen from the members of the Board of Directors. Any two of the Officers may be held by one person, but in the case in which the action of more than one officer is required, no one person shall act in more than one capacity.

Section 2: Any officer may resign at any time by notice in writing delivered to any other officer of the Corporation.

Section 3: Except in the case of death, removal, or resignation, an elected officer shall serve until his/her successor has been elected. In the event of death, removal, or resignation of an elected officer (other than the Chairman if there is a Vice Chairman in office at the time), the Board of Directors shall elect a successor for the balance of the unexpired term of such officer. In the event of the death or resignation of the Chairman (if there is a Vice Chairman in office at that time), the Vice Chairman shall assume the office of Chairman for the unexpired term, and shall be deemed to have resigned the office of Vice Chairman.

ARTICLE VII: DUTIES OF OFFICERS

Section 1: The Chairman shall preside at meetings of the members of the Board of Directors, may designate the date, time, and place of meetings as provided herein, may execute all authorized instruments, including without limitation contracts, bonds, notes, debentures, deeds, mortgages, and other obligations in the name of the Corporation and shall perform such other duties as the Board of Directors may require.

Section 2: The Vice Chairman shall perform all of the duties of the Chairman in the case of the absence of or disability of the Chairman, or when circumstances prevent the Chairman from acting, and in such case shall have all the powers and obligations of Chairman, and any such instruments executed by the Vice Chairman shall be as valid and binding as though executed by the Chairman. The Vice Chairman shall also perform such other duties as the Board of Directors may require.

Section 3: The Secretary shall take and keep records of all meetings, conduct such correspondence of the Corporation as may be designated by the Chairman, perform the usual duties of his/her office, and perform such other duties as the Board of Directors may require.

Section 4: The Treasurer shall be the custodian of all funds and securities in other corporations and similar property belonging to the Corporation and shall do the same as may be ordered by the Board of Directors. He or she shall keep accurate financial accounts and hold the same open for examination of the Directors. On expiration of his/her term of office, he/she shall turn over to his/her successor or to the Board of Directors all property, books, papers, and moneys of the Corporation in his/her hands.

Section 5: The Board of Directors may also elect for a term of one year one or more Assistant Secretaries, and one or more Assistant Treasurers, who shall perform duties of the Secretary and Treasurer, respectively, in the case of the absence or disability of such Secretary or Treasurer, together with such other duties as the Board of Directors may from time to time prescribe. Such other officers as the Board of Directors may elect, shall have such powers and duties as the Board of Directors may from time to time to prescribe.

Section 6: The Board of Directors is authorized to delegate the duties of any officer to any other officer and generally control the action of the officers and to require the performance of duties in addition to those mentioned herein.

Section 7: Any officer, if required by the Board of Directors, shall give bond in such a form and with such security as the Board of Directors from time to time may require for the faithful performance of his/her duties.

ARTICLE VIII: PRESIDENT/OPERATING UNIT

Section 1: The day-to-day operations of the Corporation may be directed by a President, who may be employed or contractually retained by the Board of Directors. The President shall report regularly to the Chairman of the Board of Directors and attend all meetings of the Board of Directors. The President shall also perform such other duties as the Board of Directors may require.

Section 2: The President shall have such authority as may be delegated to the President by the Board of Directors.

Section 3: The qualifications of the President shall be established by the Board of Directors. The President may be responsible for recommending programs and strategies for the development of a downtown revitalization program; coordinating the implementation of such programs and strategies with other community organizations; representing the Corporation to the media and public at large; and performing all other duties as may be assigned or delegated by the Board of Directors consistent with the purposes of the Corporation.

ARTICLE IX: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1: Each member of the Board of Directors and officer of the Corporation, who is made a party to any litigation, action, suit or proceeding, whether civil, criminal, or administrative, by reason of his/her being or having been a Director or officer of the Corporation or a Director or officer of any other Corporation which he served at the request of the Corporation, shall be entitled to be indemnified by the Corporation against the reasonable expense actually incurred by him/her in connection with the defense of such litigation, except in relation to the following matters:

- a) Those to which he or she shall finally be adjudged in such litigation to be liable because of dereliction in the performance of his/her duties as such Director or officer, or;
- b) Those which have resulted in a judgment in favor of the Corporation and against him/her, or which are settled by any payment by him/her to the Corporation.

Section 2: Except in cases where clause (a) or clause (b) above applies, “expenses” shall be deemed to include fines and penalties imposed on such person, and amounts paid upon plea or nolo contendere or similar plea or in compromise or settlement of the litigation or in satisfaction of judgment, if, and only if, such indemnification, and the amounts to be indemnified against, are approved as being reasonable in the circumstances by (1) the vote of a majority of the Directors of the Corporation in office if such majority are not involved in said litigation, or (2) the vote of a majority of the members of the Corporation excluding for the purpose hereof the members involved in such litigation, or (3) a court of competent jurisdiction, the foregoing right or indemnification shall not be exclusive of other rights to which such person, executors, or administrator may be entitled.

ARTICLE X: AMENDMENTS OF CODE REGULATIONS

Section 1: This constitution may be amended by a majority vote of the members present at a meeting called for the purpose of considering a change to the constitution. Said meeting may be held in conjunction with the annual meeting of the members or any membership meeting called pursuant hereto.

Section 2: A summary description of the changes proposed to the constitution and the time and place of the meeting of the members which will consider the changes shall be sent to the Members by regular mail in such time as to be reasonably calculated to be delivered at least five (5) days before such meeting.

EXHIBIT A



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/17/2004	200416804000	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

STEBELTON, ARANDA & SNIDER
109 NORTH BROAD
PO BOX 130
LANCASTER, OH 43130

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell**1470850**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

DOWNTOWN LANCASTER SPECIAL IMPROVEMENT DISTRICT, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200416804000

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 16th day of June, A.D.
2004.

J. Kenneth Blackwell
Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 <small>*** Requires an additional fee of \$100 ***</small>
<input type="radio"/> No	PO Box 870 Columbus, OH 43218

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	---

2004 JUN 16 PM 12:31

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation	Downtown Lancaster Special Improvement District, Inc.	
SECOND: Location	Lancaster (City)	Fairfield (County)
Effective Date (Optional)	Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing. (mm/dd/yyyy)	
<input type="checkbox"/> Check here if additional provisions are attached		

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed
See attached

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(No. of Shares)	(Type)	(Par Value)
(Refer to instructions if needed)		


EXHIBIT A

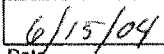
Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.


<hr/>		
(Name)		
<hr/>		
(Street)		
NOTE: P.O. Box Addresses are NOT acceptable.		
<hr/>	<hr/>	<hr/>
(City)	(State)	(Zip Code)
<hr/>		
(Name)		
<hr/>		
(Street)		
NOTE: P.O. Box Addresses are NOT acceptable.		
<hr/>	<hr/>	<hr/>
(City)	(State)	(Zip Code)
<hr/>		
(Name)		
<hr/>		
(Street)		
NOTE: P.O. Box Addresses are NOT acceptable.		
<hr/>	<hr/>	<hr/>
(City)	(State)	(Zip Code)

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See instructions)


Authorized Representative



Date


Matthew E. Johnson
(print name)


Authorized Representative

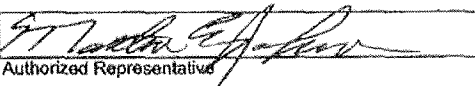

Date

(print name)


Authorized Representative


Date

(print name)

Complete the information in this section if box (1) (2) or (3) is checked.		
ORIGINAL APPOINTMENT OF STATUTORY AGENT		
Downtown Lancaster Special Improvement District, Inc.		
The undersigned, being at least a majority of the incorporators of _____ hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is		
SAS Agent for Service, Inc.		
(Name)	109 N. Broad St.	
(Street)	NOTE: P.O. Box Addresses are NOT acceptable.	
Lancaster	Ohio 43130	
(City)	(Zip Code)	
Must be authenticated by an authorized representative	 Authorized Representative Matthew E. Johnson _____ Authorized Representative _____ Authorized Representative	Date 6/15/04 _____ Date _____ Date
	ACCEPTANCE OF APPOINTMENT	
	The Undersigned, SAS Agent for Service, Inc., named herein as the Statutory agent for, Downtown Lancaster Special Improvement District, Inc., hereby acknowledges and accepts the appointment of statutory agent for said entity. SAS AGENT FOR SERVICE, INC. By Signature: _____ (Statutory Agent) Rick L. Snider, its Treasurer	

ARTICLE THIRD ATTACHMENT

Purpose for which corporation is formed:

1. To govern a special improvement district created pursuant to ORC Chapter 1710.
2. To encourage and participate in programs that will maintain, improve and build the downtown area of the City of Lancaster as a viable place of business, cultural and recreational activity.
3. To assist the City of Lancaster, Fairfield County and other agencies and groups in providing programming which will preserve the economic well being and opportunities in the downtown area of the City of Lancaster.
4. To encourage and participate in programs to preserve the aesthetic, architectural and historic character of the downtown area of the City of Lancaster.
5. To engage in any lawful act or activity for which corporations may be formed under ORC Chapter 1702 and amendments thereto, as may be deemed appropriate by the trustees of the Corporation, and to exercise any powers or rights now or hereafter conferred on nonprofit corporations under the laws of the State of Ohio which are in furtherance of any of the purposes for which the Corporation is formed.
6. To engage in any lawful act or activity for which corporations may be formed under ORC Chapter 1710 and amendments thereto as may be deemed appropriate by the trustees of the corporation.
7. The above enumerated purposes shall be interpreted in connection with the limitation that the Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

EXHIBIT A



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
10/29/2018	201829902494	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

STEBELTON SNIDER, LPA
RICK L. SNIDER
109 N. BROAD STREET, STE. 200
LANCASTER, OH 43130

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
1470850

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
DOWNTOWN LANCASTER SPECIAL IMPROVEMENT DISTRICT, INC.

and, that said business records show the filing and recording of:

Document(s)

NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE

Effective Date: 10/26/2018

Document No(s):

201829902494

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
29th day of October, A.D. 2018.

Ohio Secretary of State

EXHIBIT A

Form 522 Prescribed by:

JON HUSTED
Ohio Secretary of State

Toll Free: (877) SOS-FILE (877-767-3453)

Central Ohio: (614) 466-3910

www.OhioSecretaryofState.govBusserv@OhioSecretaryofState.gov

File online or for more information:

www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)

P.O. Box 788

Columbus, OH 43216

Expedite Filing (Two business day processing time.)

P.O. Box 1390 Requires an additional \$100.00.

Columbus, OH 43216

For screen readers, follow instructions located at this path.

Statement of Continued Existence**RECEIVED****Filing Fee: \$25****OCT 26 2018****Form Must Be Typed****CHECK ONLY ONE (1) Box****SECRETARY OF STATE**(1) ☒ Statement of Continued Existence (163-CCE)
(Domestic Nonprofit Corporation)(2) ☐ Verification of Foreign Nonprofit (173-FCE)
(Foreign Nonprofit Corporation)**By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges**Name of Corporation Downtown Lancaster Special Improvement District, Inc.Charter or License Number 1470850**Complete the information in this section if box (1) is checked**Location of Principal Office Lancaster

City

Fairfield

County

Date of Incorporation 06/16/2004

Date

Complete the information in this section if box (2) is checked

Date of Qualification in Ohio

Date

Jurisdiction of Formation

Jurisdiction

Location of Office NOT in Ohio

Mailing Address

City

State

Zip Code

Location of Office IN Ohio

Mailing Address

City

Ohio

State

Zip Code

EXHIBIT A

All Corporations must complete this section		
Current Statutory Agent's Name and Address		
<input type="text" value="SAS Agent for Service, Inc."/>		
Name of Agent		
<input type="text" value="109 N. Broad Street, Suite 200"/>		
Mailing Address		
<input type="text" value="Lancaster"/>	<input type="text" value="Ohio"/>	<input type="text" value="43130"/>
City	State	Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

The statement must be signed by a director, officer, or three members in good standing.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Prosecutor's Approval Page

Resolution No.

A resolution to authorize the President of the Fairfield County Board of Commissioners to sign the Petition for the Downtown Special Improvement District (SID) renewal.

(Fairfield County Commissioners)

Approved as to form on 1/25/2023 3:04:00 PM by Steven Darnell,

Resolution No. 2023-01.31.a

A resolution to authorize the President of the Fairfield County Board of Commissioners to sign the Petition for the Downtown Special Improvement District (SID) renewal.

(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.

2023-01.31.b

A resolution authorizing the approval of repayment of 3 advances to the General Fund. 1 - Fund# 2788 sub fund 8270 FY2020 CHIP Target Program. 2 - Fund# 2788 sub fund 8258 FY2020 CDBG. 3 – Fund #2788 sub fund 8257 FY2020 CDBG.

WHEREAS, Fund #2788 sub fund# 8270, 8257, 8258 – FY2020 CHIP Target Program & FY2020 CDBG; and

WHEREAS, an advance was approved on May 11, 2021, resolution 2021-05.11.b for \$121,00.00, and on January 12, 2021, resolution 2021-01.12.j, and resolution 2021-01-12.p; and

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

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

Section 1. Request that the Fairfield County Auditor repay the following advance:

FROM: 8270 090001 <\$121,000.00>

TO: 1001 223000 General Fund Advances In \$121,000.00

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

FROM: 8257 090001 <\$250,000.00>

TO: 1001 223000 General Fund Advances In \$250,000.00

2023-01.31.b

A resolution authorizing the approval of repayment of 3 advances to the General Fund. 1 - Fund# 2788 sub fund 8270 FY2020 CHIP Target Program. 2 - Fund# 2788 sub fund 8258 FY2020 CDBG. 3 – Fund #2788 sub fund 8257 FY2020 CDBG.

Section 3. Request that the Fairfield County Auditor repay the following advance:

FROM: 8258 090001 <\$200,000.00>

TO: 1001 223000 General Fund Advances In \$200,000.00

Prepared by: Christina Foster
cc: Commissioners' Office

Resolution No. 2023-01.31.b

A resolution authorizing the approval of repayment of 3 advances to the General Fund. 1 - Fund# 2788 sub fund 8270 FY2020 CHIP Target Program. 2 - Fund# 2788 sub fund 8258 FY2020 CDBG. 3 – Fund #2788 sub fund 8257 FY2020 CDBG.

(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 into a major expenditure object category for Debt Service Fund# 4851, County Building Improvement Debt.

WHEREAS, additional appropriations are needed in the major expenditure object category for debt services in Fund# 4851; and

WHEREAS, appropriate from unappropriated will allow proper accounting in the major expenditure object category of debt 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 major expenditure object category:

Debt Services \$ 37.50 GL# 12485100

For Auditor's Office Use Only:

\$37.50 12485100 600030 interest

Resolution No. 2023-01.31.c

A resolution to appropriate from unappropriated into a major expenditure object category for Debt Service Fund# 4851, County Building Improvement Debt.

(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 funds in a major expenditure object category for Fund# 1001, Facilities Department.

WHEREAS, appropriations are needed for an unknown electrical replacement at the Courthouse

WHEREAS, appropriate from unappropriated funds will allow proper accounting in the major expenditure object categories for Facilities 12100114.

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:

Capital Outlay	\$ 50,000	12100114
----------------	-----------	----------

For Auditor's Office Use Only:

Section 1.

<i>\$50,000</i>	<i>12100114</i>	<i>570000</i>	<i>Capital Outlay</i>
-----------------	-----------------	---------------	-----------------------

Signature Page

Resolution No. 2023-01.31.d

A resolution to appropriate from unappropriated funds in a major expenditure object category for Fund# 1001, Facilities Department.

(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 ~~2023-01-31~~ resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas County Probation Fund 2365.

WHEREAS, unanticipated revenue was received by the County Probation department from the purchase of unused cell phones;

WHEREAS, appropriate from unappropriated will allow the County Probation department to use these funds for other operating expenses.

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

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

13236500 Material Supplies \$941.00

For Auditor's Office Use Only:

13236500 561000 General Office Supplies \$941.00

Prepared by: Brian Wolfe

Resolution No. 2023-01.31.e

A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas County Probation Fund 2365.

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds [EMA]

WHEREAS, additional appropriations are needed in the major expenditure object category for 2774 Fairfield County Mitigation Grant Fund; 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:

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

12277422	\$766.16	Personal Services
12277422	\$441.63	Fringe Benefits

For Auditor's Office Use Only:

12277422 511010 Salaries \$766.16
12277422 521000 Health Insurance \$323.21
12277422 521100 Life Insurance \$0.53
12277422 522000 Medicare \$10.63
12277422 523000 OPERS \$107.26

Prepared by: Christy Noland
cc: EMA

Signature Page

Resolution No. 2023-01.31.f

A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds

(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 CTL Engineering, Inc.

WHEREAS, the Fairfield County Engineer is recommending that this Board of Commissioners hire CTL Engineering, Inc.; 2860 Fisher Road; Columbus, OH 43204, to provide construction inspection and testing services 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 CTL Engineering, Inc. to provide construction inspection and testing services 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 CTL Engineering, Inc

This **AGREEMENT** entered into at Lancaster, Ohio on this 18th day of January 2023 by and between the County of Fairfield, State of Ohio, acting through the County Engineer, hereinafter referred to as COUNTY, and CTL Engineering, 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 2860 Fisher Road; Columbus, OH 43204.

PROJECT OVERVIEW

Project: Construction Inspection and Testing Services

Project Manager: Mitch Noland, P.E., S.I.

Proposal Submittal Date: January 1, 2023

Project Completion Date: December 31st, 2023

Project Description: Provide Construction Inspection and Testing Services

SCOPE OF SERVICES

The CONSULTANT agrees to provide engineering services for the above-mentioned project, which includes the following:

Provide Construction Inspection, Material Sampling and Material Testing as directed by the Fairfield County Engineer's Office in accordance with the standards of the Fairfield County Engineer's Office.

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:

For actual time providing technical or engineering services and on designated projects, not to exceed a total of \$300,000.

See attached for the hourly rates to be paid for services.

PROJECT PROGRESSION

The CONSULTANT shall submit weekly progress reports in the form and content acceptable to the COUNTY. The COUNTY shall be billed in consecutive 4-week increments. No payment will be processed without a weekly 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 20th day of January, 2023.

FAIRFIELD COUNTY COMMISSIONERS

COMPANY/CONSULT AGREEMENT

By: 
Marc Montgomery, PE
Title: Principal, Construction Services


Witness

ATTACHMENTS

The following items are to be considered a part of this contract: *Attachment "A"*

CTL Construction Inspection and Testing Services Rates



CONSTRUCTION INSPECTION AND TESTING SERVICES

PERSONNEL

Project Manager (1001, 1003)	\$170.00/hour
Construction Engineer (1034)	\$155.00/hour
Project Inspector (1015)	\$90.00/hour
Senior Technician (1007)	\$73.00/hour
Administrative/Secretary (1006)	\$60.00/hour

EQUIPMENT

Nuclear Densometer for Soil Moisture-Density or Bituminous Density Testing ASTM D2922, ASTM D2950 (2NUC)	\$40.00/day
Coring Equipment Coring Gun, Generator (2CORE)	\$220.00/day

LABORATORY TESTS

NOTE:

All Tests are Flat Rate unless otherwise specified. Other lab testing is available and can be quoted upon request.

Standard Compression Strength Cylinder - Includes Mold, ASTM C 39 (6C003)	\$21.00/each
Grain Size Analysis, ASTM C-136 or D-422 Long Hydrometer (5S003B)	\$77.00/each
Atterberg Limits, ASTM D-4318: (5S002)	\$80.00 /each
Plastic Limit (5S023)	\$40.00/each
Liquid Limit (5S024)	\$40.00/each
Moisture Density Relation Proctor: Standard Proctor, ASTM D-698 (5S011)	\$230.00/each
Modified Proctor, ASTM D-1557 (5S028)	\$245.00/each
Asphalt Bulk Specific Gravity and Density ASTM D2726	\$50.00/each
Extraction (Centrifuge) for AC Content (Method A), ASTM D2172	\$200.00/each

MISCELLANEOUS EXPENSES

Overtime Saturday and excess of 8 hours/day	Time & 1/2
Sunday and Holidays	Double time
Mileage (MILEC)	Federal Rate

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23001218 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

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

Revisions: 000
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CTL ENGINEERING INC
2860 FISHER RD PO BOX 478
COLUMBUS, OH 43085

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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			
				1283					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2023		11760						ENGINEER-ADMIN	
NOTES									

GENERAL CONSULTING

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	GENERAL CONSULTING	1.0	EACH	\$300,000.00	\$300,000.00



Partial Order



Purchase Order Complete

01/31/2023

Receiver

Date

RECEIVING COPY

Purchase Order Total **\$300,000.00**

168

ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- 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 \$50,000
 4. ☐ Purchase Order is included with Agreement

CTL Agreement 2023

Signed this _____ day of _____, 20_____.

Cheryl Downour; Deputy Director Finance & Admin. & Tech. Services

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 CTL Engineering, Inc.

(Fairfield County Engineer)

Approved as to form on 1/24/2023 8:09:08 AM by Steven Darnell,

Resolution No. 2023-01.31.g

A resolution to approve an Agreement between Fairfield County and CTL Engineering, 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 Approve Advertising for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project.

WHEREAS, the County Engineer is advising this Board that the construction drawings for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project have been completed, and

WHEREAS, the County Engineer is requesting approval to advertise for bids for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project.

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

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project.

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

Prepared by: Beth Lane
cc: Engineering Office

Signature Page

Resolution No. 2023-01.31.h

A Resolution to Approve Advertising for the WAL-31 FAI -CR11-3.211 Canal Road Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Construction Drawings for the WAL-31 FAI -CR11-3.211 Canal Road Bridge Replacement Project.

WHEREAS, the County Engineer is advising this Board that the construction drawings for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement have been completed, and

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

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

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

Prepared by: Beth Lane
cc: Engineering Department

Resolution No. 2023-01.31.i

A Resolution to Approve the Construction Drawings for the WAL-31 FAI-CR11-3.211 Canal Road Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

\$10,000.00 16202403-Contractual Services

For Auditor's Office Use Only:

16202403-530000 \$10,000.00

Prepared by: Julie Huggins
cc: Engineer

Resolution No. 2023-01.31.j

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

(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:

\$10,000.00	16202403-Materials & Supplies
-------------	-------------------------------

For Auditor's Office Use Only:

16202403-562600	\$10,000.00
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Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2023-01.31.k

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 Authorizing the Approval for Amendment No. 1 to a Contract between VPL Architects, Inc., and the Fairfield County Commissioners

WHEREAS, The Board of County Commissioners desires to provide a Northwest Government Services Facility in the Pickerington area, to be used by the County law enforcement officers, Clerk of Courts, and other future department offices, and

WHEREAS, the County previously contracted with VPL Architects to provide consulting architectural services and prepare design drawings and specifications for bidding and construction of the project, and

WHEREAS, the County desires to amend that contract to include additional professional services needed for the design as described in the attached Amendment No.2 during the design phase of the project, and

WHEREAS, the attached Amendment is necessary to modify the previous agreement to provide these additional services, and

WHEREAS, Jon Kochis, Fairfield County Facilities Director, has reviewed the Amendment to this agreement and desires to modify the contract with VPL Architects, Inc., for these services, and

WHEREAS, the Amendment with VPL Architects, Inc., as attached, has been approved to form by the County Prosecutor, and

WHEREAS, a purchase order encumbering the funds for the services has been acquired.

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

Section 1. That the County Commissioners approve the attached Amendment No. 2 to the existing agreement with VPL Architects, Inc.

Section 2. That the clerk of the County Commissioners will provide a signed copy of this amendment to VPL Architects, Inc.

January 25, 2023

Mr. Jon Kochis
Fairfield County Facilities Director
210 East Main Street
Lancaster, OH 43130

**Re: Increased A/E fees for Additional Services provided under
VPL Architect's A/E Contract for The Fairfield Center**

Dear Jon,

Due to VPL's increased scope of work on the Fairfield Center project, you have brought to my attention that, in addition to the provisions of Article 3 in our Contract for the project (dated 8-25-21 and amended on 12-1-21), the County has asked VPL Architects to provide a fee for the additional services resulting from Change Order #4. Here is my understanding of our increased scope of work:

VPL's Additional Services for Change Order #4 shall include the following:

1. Preliminary Design and Construction Documents Revision Services:
 - a. Meetings with the County's project team
 - b. Preliminary Design Schemes for optional revisions to the middle pod of the upper level of Building #2 at The Fairfield Center
 - c. Revisions to the Architectural, HVAC, Plumbing and Electrical Construction Documents based upon the attached Preliminary Design Scheme E, dated 12-22-22.
 - d. Building Code Review
 - e. Submittal to the Violet Township Building Department
2. Construction Phase Services:
 - a. Attendance at the General Contractor's on-site progress meetings every other week
 - b. Review of construction status while at progress meetings
 - c. Visit the job site between progress meetings if needed to resolve job site issues that may arise
 - d. Respond to RFI's from the GC
 - e. Review of GC product substitution requests
 - f. Review of GC Bulletin and Change Order submittals
 - g. Review of GC Shop Drawing submittals (max of two reviews per product)
 - h. Review and make recommendations to the GC's monthly pay application and schedule of values
 - i. Assist the County in selection of finish material colors from product samples submitted by the GC (flooring, wall coverings, ceilings, counters, cabinets, doors, wood trim, etc)
 - j. Preparation of a punch list when the construction work reaches Substantial Completion
 - k. Review status of punch list resolution

January 25, 2023

Mr. Jon Kochis

The Fairfield Center – VPL A/E Fee Increase for Additional Services

Page 2 of 2

3. Although not included in the Architect's Additional Services Fee, at the County's request, the Architect shall provide any of the following services for additional compensation on an hourly basis, utilizing the Architect's and/or the Architect's consultant's standard hourly rates:
 - a. County-requested revisions to the final Change Order #4 Construction Documents for Bidding Purposes (if the County does not approve Walsh Construction's Change Order #4 construction cost proposal)
 - b. Bid Phase services as outlined in Article #1 of VPL's contract
 - c. Modifications to the submitted Change Order #4 drawings that may be required by the reviewing plan examiner
 - d. Any other service not specifically listed above as an Additional Service

For providing the Additional Services to accomplish the work as defined in items 1 and 2 above, the Architect shall be compensated as follows:

A/E revisions to Constr Docs \$25,200.00

Construction Phase Services \$15,000.00 (based upon an additional 3 months of Construction. Additional construction time frame shall result in additional A/E fees)

Also, as you recall, the initial bids for the project were more than 10% higher than the Project Estimate. This necessitated a re-bid of the project on May 20, 2022. And, on May 11, 2022, Violet Township issued a Plan Disapproval document with a list of "items of noncompliance" that VPL responded to in early June of 2022.

VPL's services during the re-bid process, and VPL's response to Violet's items of noncompliance are both listed as Additional Services in Article #3 of our Contract for the project and were invoiced as such by VPL on **Invoice L-2130-8, dated 6-6-22, for the amount of \$9,349**, and with reimbursable expenses of \$458.40 for reprinting and resubmittal of the construction documents. VPL received payment from the County for this invoice on June 20, 2022.

Per our Contract, VPL's fees incurred for all of these Additional Services should not be included as part of VPL's originally contracted Basic Fee total.

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

Best Regards,



Steve Luchtenberg
VPL Architects, Inc.

An official website of the United States government
[Here's how you know](#)



You have 2 new alerts

Show / Hide Alerts





Search

All Words

e.g. 1606N020Q02

Select Domain

Entity Information

+

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words *i*

☒ All Words *i*

☐ Exact Phrase *i*

e.g. 123456789, Smith Corp

vpl



Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



Reset



No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back



Feedback

Our Website

Our Partners

Policies

Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**Amendment No. 2
to the Standard Agreement of Professional Services
Between Owner and Architect**

CLIENT: Fairfield County Commissioners
210 East Main Street
Lancaster, Ohio 43130

CONSULTANT: VPL Architects
426 East Main Street
Lancaster, Ohio 43130

PROJECT: Pickerington Government Services Center
Design Agreement approved October 12, 2021
12933 Stonecreek Drive NW
Pickerington, Ohio 43147

The above referenced agreement is amended as follows:

The Architect shall provide the following additional professional services needed to support the design effort, which were not previously included in the agreement:

VPL's Additional Services for Change Order #4 shall include the following:

1. Construction Documents Revision Services:

- a. Meetings with the County's project team
- c. Revisions to the Architectural, HVAC, Plumbing and Electrical Construction Documents based upon the attached Preliminary Design Scheme E, dated 12-22-22.
- d. Building Code Review
- e. Submittal to the Violet Township Building Department

2. Construction Phase Services:

- a. Attendance at the General Contractor's on-site progress meetings every other week
- b. Review of construction status while at progress meetings
- c. Visit the job site between progress meetings if needed to resolve job site issues that may arise
- ~~d. Respond to RFI's from the GC~~
- e. Review of GC product substitution requests
- f. Review of GC Bulletin and Change Order submittals
- g. Review of GC Shop Drawing submittals (max of two reviews per product)
- h. Review and make recommendations to the GC's monthly pay application and schedule of values
- i. Assist the County in selection of finish material colors from product samples submitted by the GC (flooring, wall coverings, ceilings, counters, cabinets, doors, wood trim, etc)
- j. Preparation of a punch list when the construction work reaches "Substantial Completion"
- k. Review status of punch list resolution

TOTAL ADDITIONAL COST OF AMENDMENT NO. 2

\$40,200

Except as set forth in this amendment, the Agreement between the Fairfield County Commissioners and VPL Architects, Inc. is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between the Agreement and the Amendment, the Amendment will prevail.

Upon approval, please sign and date below:

ENGINEER: VPL Architects, Inc.



Steve Luchtenberg, Architect

1-30-23

Date

OWNER: Fairfield County Board of Commissioners

Board President

Date



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: **VPL**
Date: **1/30/2023 10:02:46 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.

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval for Amendment No. 2 to a Contract between
VPL Architects, Inc., and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 1/30/2023 9:55:50 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2023-01.31.I

A Resolution Authorizing the Approval for Amendment No. 2 to a Contract between VPL Architects, Inc., and the Fairfield County Commissioners

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution for Approval of Change Order No. 1 to the Contract between the Sauer Inc and the Fairfield County Commissioners

WHEREAS, The Board of County Commissioners has previously approved a contract between the Sauer Inc and the Commissioners, for the installation of water filtration at the County Jail, and

WHEREAS, The Board of County Commissioners has been advised by the Facilities Manager that a change is needed from the design bid to relocate equipment, and

WHEREAS, the Board of County Commissioners desires to modify the contract with the Sauer Inc. per Change Order No. 1 to move equipment requested by the Owner; and

WHEREAS, funds have been placed in a capital projects fund for the specific purpose of the water filtration project, and a purchase order encumbering the funds for the services has been acquired.

WHEREAS, the attached change order has been approved as to form by the 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 County Commissioners approves the attached Change Order No. 1 for the contract with the Sauer Inc, and authorizes the Board President to sign the change order.



OWNER CHANGE ORDER

CHANGE ORDER NO: 001

CHANGE ORDER DATE: 01/31/2023

Fairfield County Commissioners
210 East Main Street
Lancaster, Ohio 43130

PROJECT NAME: Sheriff's Department Jail Water Filtration Project

CHANGE ORDER DESCRIPTION:

The contractor has incurred additional costs to the project as described below due to field conditions and Owner requests.

- | | |
|--|------------|
| 1. Relocation of hot water pumps to better service the filter system | \$ 6904.00 |
| a. Relocation of boilers to now include the two recirculation pumps | |
| b. Additional copper piping needed | |
| c. Additional pipefitter labor for pump relocations | |
| d. Additional electrical labor and material for pump relocations | |
| e. Additional water balancing cost | |

CHANGE ORDER TOTAL: \$6904.00

Not Valid until signed by both Owner and Contractor. Signature of the Contractor indicates the Contractor's Agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was.....	\$85,325.00
The Contract Sum will be increased by this Change Order amount.....	\$6,904.00
The new Contract Sum will be	\$95,229.00

AUTHORIZED BY OWNER:

Fairfield County Commissioners
210 East Main Street, Suite 301
Lancaster, Ohio 43130

ACCEPTED BY CONTRACTOR:

Sauer
1801 Lone Eagle Street
Columbus, Ohio 43228

By: Steve Davis, Board President County Commissioners

By: (Print) _____

Signed: _____

Signed: _____

Date: _____

Date: _____

January 26, 2023

Jon Kochis
Fairfield County Prison
345 Lincoln Avenue
Lancaster, OH 43130

Re: Contract Change Order - RFI 1 – Proposal 4

Jon,

Thank you for the opportunity to provide a proposal for the changes involved with RFI 1. Please see detailed scope with pricing below:

Our Scope:

- All changes resulting from RFI 1:
 - Relocation of boilers to now include the two recirculation pumps
 - Additional copper piping needed
 - Additional pipefitter labor for pump relocations
 - Additional electrical labor and material for pump relocations
 - Additional water balancing cost
- Cost breakdown:
 - Labor \$3199
 - Material \$1611
 - Subcontractors \$2094

Your investment to complete this addition to the project as listed above...\$6904.00

We thank you for this opportunity to present this proposal. Should you require any additional information, please contact the undersigned.

Sincerely,

Kris Schaefer

Kris Schaefer
IPG Assistant Project Manager
SAUER Group, LLC

An Equal Opportunity Employer

E-mail: Midwest@Sauer-Inc.com

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **23002660 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

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210 E MAIN STREET
LANCASTER, OH 43130Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130
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RSAUER INC
1801 LONE EAGLE ST
COLUMBUS, OH 43228S
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OMAINTENANCE DEPARTMENT
240 BALDWIN DRIVE
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
614-853-2500				2832					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/27/2023		9178						COMM-MAINTENANCE	
NOTES									

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

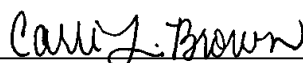
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Jail - Water treatment project - change order#1 GL Account: 12343500 - 570000	1.0	EACH	\$6,904.00	\$6,904.00
GL SUMMARY					
12343500 - 570000		\$6,904.00			

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$6,904.00 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: 01/27/2023



Auditor Fairfield County, OH

01/31/2023

Purchase Order Total **\$6,904.00**

194

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A Resolution for Approval of Change Order No. 1 to the Contract between the Sauer Inc and the Fairfield County Commissioners

(Fairfield County Facilities)

Approved as to form on 1/30/2023 8:03:04 AM by Steven Darnell,

Resolution No. 2023-01.31.m

A Resolution for Approval of Change Order No. 1 to the Contract between the Sauer Inc and the Fairfield County Commissioners

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution regarding a Purchase of Service Contract between
Forensic Fluids Laboratories, Inc. and Job & Family Services

WHEREAS, Fairfield County Job & Family Services (FCJFS), is requesting the
Board of Commissioners approval of a purchase of service contract with
Forensic Fluids Laboratories, Inc., 225 Parsons Street, Kalamazoo, MI 49007,
and

WHEREAS, the purpose of the purchase of service contract is to provide
substance abuse screening services to meet the needs of the agency, and

WHEREAS, this agreement shall be effective January 1, 2023 through
December 31, 2023, and

WHEREAS, a purchase order encumbering the funds for the services has been
acquired, and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

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

Section 1. That the Fairfield County Board of Commissioners hereby approves
the attached agreement with Forensic Fluids Laboratories, Inc. and Fairfield
County Job & Family Services.

Prepared by: Sarah Darnell
cc: JFS / Budget Manager

Cost Analysis

The total cost of this contract in 2023 is not expected to exceed \$64,000.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23002330 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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FORENSIC FLUIDS LABORATORIES,
INC.
225 PARSONS STREET
KALAMAZOO, MI 49007

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
269-492-7700				2473					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/12/2023		5420		01/12/2023				JOB & FAMILY SERVICES	
NOTES									

DRUG SCREENS

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

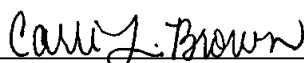
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	DRUG SCREENS	1.0	EACH	\$64,000.00	\$64,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$64,000.00 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: 01/12/2023

01/31/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$64,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$64,000.00

199

Service Agreement

This Agreement (hereinafter referred to as "AGREEMENT"), effective as of this First day of January 2023 and entered into by and between **Fairfield County Job and Family Services, Protective Services, of the State of Ohio** (hereinafter referred to as "the Agency") and **Forensic Fluids Laboratories Inc.**, (hereinafter referred to as "Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. PURPOSE AND SCOPE

- a. The purpose of this AGREEMENT is to provide oral fluid kits and drug testing services for clients involved with the Agency. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.
- b. Agreement, as referred to herein, shall mean this document executed by the Agency and Provider, and shall include the Terms and Conditions set forth herein, and any supplemental agreement or modification entered into between the Agency and Provider, in writing and signed by each Party, after the date of this AGREEMENT.
- c. This Agreement constitutes the entire agreement between the parties. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the AGREEMENT have been made by the Agency or Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This AGREEMENT may be amended and modified only in writing signed by both the Agency and Provider.

2. ROLES AND RESPONSIBILITIES

- a. The Agency agrees to provide payment upon receipt of invoices for service rendered, at the attached price quote.
- b. Provider shall provide ORAL FLUID DRUG TESTING SERVICES TO THE Agency which include, however are not limited to, providing an oral fluid kit for collecting oral fluid samples, screening the sample, confirming the positive screen with drug confirmation technology, and reporting the results of the sample.

3. TERM

- a. The term of this Agreement shall begin as of the date indicated above and shall terminate one (1) year thereafter, unless terminated earlier in accordance with this Agreement.
- b. In the event of dissatisfaction among the parties, the Provider and the Agency shall meet to develop a plan to cure the source of the dissatisfaction. Should the Provider and Agency develop a mutual plan, this Agreement shall remain in effect, but and

in no case shall either party terminate this Agreement until at least one hundred-twenty (120) day following the meeting.

- c. This Agreement is contingent upon the Agency receiving the necessary funding to cover the obligations of the Agency. In the event that such funding is not received or appropriated, the obligations of the Agency under the Agreement shall cease, and each party shall be released from further performance under the Agreement without any liability to the other party.

4. COMPENSATION

- a. Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the screening task at the rates set forth in Attachment A, "Service Fees", attached hereto and incorporated herein. There are no minimum or maximum compensation levels for services under this Agreement.
- b. Provider shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed for which expenses incurred under this Agreement are payable by the Agency. The Agency shall pay Provider within thirty (30) days after receipt of such properly itemized invoice(s) where payment is incurred by and owed by the Agency.

5. GENERAL PROVISIONS

- a. Independent Provider. The parties agree that Provider is an independent provider and is in no way an employee or agent of the Agency. As such, Provider is not entitled to workers' compensation or any benefit of employment by the Agency. The Agency shall have no control over the performance of this Agreement by the Provider or Provider's employees, except to specify the results to be achieved. Provider acknowledges that it is not insured in any manner by the Agency for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the Agency in any way.
- b. Necessary Documentation. Provider certifies that it will furnish the Agency, if requested, any and all documentation, certification, authorization, license, permit, or registration required by applicable federal, state and local laws, rules, regulations or ordinances. Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement.
- c. Confidentiality
 - i. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Provider understands that the information provided

to it or obtained from the Agency during the performance of its services is confidential and may not, without prior written consent of the Agency, be disclosed to any person without receiving permission from the Agency except to employees or agents of Provider who have a need to know in order to provide the services. Further, Provider's work product generated during the performance of this Agreement is confidential to the Agency. Confidential information shall not include information, that: (a) was known by Provider or the Agency at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Provider or the Agency; (c) is made known to Provider or the Agency by a third person who to the knowledge of the Provider or the Agency does not impose any obligation of confidence on Provider or the Agency with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or Agency order whereupon Provider or the Agency shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by Provider or the Agency without references to the confidential information.

- ii. Provider acknowledges that it is a Qualified Service Organization as defined by 42 C.F.R. Part 2 and that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; (ii) any client information it receives from the Agency that is protected by 42 C.F.R. Part 2 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 42 C.F.R. Part 2.
 - iii. Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the Agency that is required to be kept confidential by the Agency except as contemplated by Section c (i), above.
- d. Records; Audit. Provider shall maintain books, records, documents and other evidence directly pertinent to performance of services under this AGREEMENT. Provider shall make such materials available, at its offices at all reasonable times during the Agreement period and for a period of three (3) years from the date of final payment under this Agreement, for inspection by the Agency or any other authorized representative of the Agency. Copies thereof, if requested, shall be furnished at no cost to the Agency.
- e. Non-discrimination. Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color,

national origin, ancestry, age, disability, or United States military service veteran status.

- h. Conflict of Interest. Provider certifies and warrants to the Agency that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the Agency.
- i. Applicable Laws; Forum.
 - i. Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the Agency and Provider to determine whether the provisions of the Agreement require formal modification.
 - ii. This Agreement shall be construed in accordance with the laws of the state where services are provided. Venue for any dispute arising under this Agreement shall be in state and county where the Agency is located.
- j. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by an Agency of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- k. Successors and Assigns. Except as otherwise provided herein, Provider shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Agency; provided, however, the Provider may freely assign this Agreement to a subsidiary or affiliated entity of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Agency or the Provider.
- l. Authority to Bind Provider. Notwithstanding anything in this Agreement to the contrary, the signatory for Provider represents that he/she has been duly authorized to execute agreements on behalf of Provider and has obtained all necessary or applicable approval to make this Agreement fully binding upon Provider when his/her signature is affixed and accepted by the Agency.
- m. Debarment and Suspension
 - i. Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal Agency or Agency, or by any

state or local Agency, Agency or political subdivision. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider.

- ii. Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision.
- n. Compliance With E-Verify Program. Provider shall enroll in and verify the work eligibility status of all newly hired employees of Provider through the E-Verify Program ("Program"). Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Provider shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.
- o. Signature. Signatures may be executed in counterparts and by facsimile or electronic form.
- p. Mutual Drafting. The Agency and Provider agree that this Agreement has been mutually drafted and authored by the Agency and the Provider and that it shall not be construed against any one party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed on the next page.

FAIRFIELD COUNTY, OF THE STATE OF OHIO

FORENSIC FLUIDS LABORATORIES, Inc.

By: _____

By:  _____

Name: _____

Name: BRIDGET LORENZ LAMBERG

Title: _____

Title: LAB DIRECTOR/CEO
1-24-23

Attachment A
Specification of Deliverables

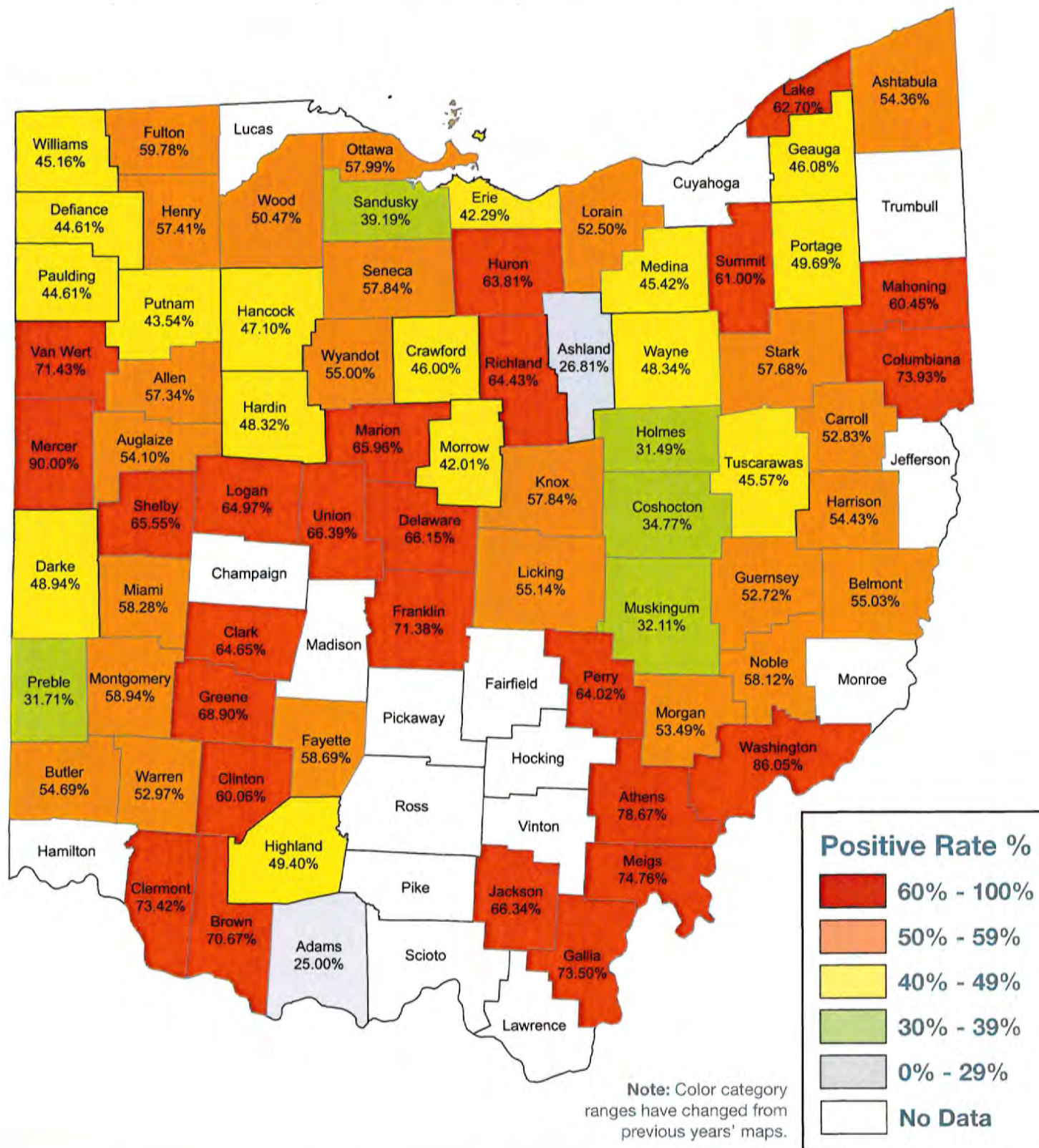
Fees/Cost:

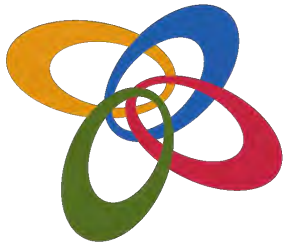
Service	Cost:
Substance Use Testing panel requested for Oral Fluid:	\$27.00
Other Special Requested Substances:	\$22.00 per sample (not per drug)
Test Confirmation	Included in above price
Testing Cups:	Included in above price
Oral Swabs:	Included in above price
Training: In person and web-based	Included in above price
Court Testimony:	Included in above price

- A. Test results return within 48 hours
- B. If a sample "screens" positive, the Provider will use the Confirmation Test called LCMSMS (Liquid Chromatography Tandem Mass Spectrometry).
- C. Provider will provide a list of 72 county ODJS for Fairfield County for collection at other sites.



2022 Ohio DJFS Total Positive Rate (Jan-June)





A Contract regarding Forensic Fluids between Job and Family Services and

Approved on 1/30/2023 9:39:27 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 1/30/2023 9:49:42 AM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- 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 \$50,000
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

Sarah Barnell

Budget Manager

*** 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: **Forensic Fluids Laboratories, Inc.**
Date: **1/9/2023 8:03:34 AM**

This search produced the following list of **9** possible matches:

Name/Organization	Address
Crawford, Tammy	26885 Darl Road
Forte Promotions Group, Inc.	13700 York Road
Fortson, Johnny	1040 Helmsdale Road
Ledford, Paul	
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Scholarts Preparatory and Career Center for Children	PO Box 360895
Talented Tenth Leadership Academy for Boys	867 Mt. Vernon Rd.
Talented Tenth Leadership Academy for Girls	112 Jefferson Avenue
Youth for a Positive Vision	5545 North Marginal Road, Suite 518

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

An official website of the United States government
[Here's how you know](#)



You have 2 new alerts

Show / Hide Alerts





Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words *i*

☒ All Words *i*

☐ Exact Phrase *i*


e.g. 1606N020Q02

"Forensic Fluids Laboratories, Inc." *x*

Federal Organizations

Enter Code or Name

▼



Status

^

☒ Active

01/31/2023

210

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch...

1/3

☐ Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)



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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing 211

unauthorized activities are subject to disciplinary action including criminal prosecution.

Prosecutor's Approval Page

Resolution No.

A resolution regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services

(Fairfield County Job and Family Services)

Approved as to form on 1/30/2023 10:35:31 AM by Steven Darnell,

Resolution No. 2023-01.31.n

A resolution regarding a Purchase of Service Contract between Forensic Fluids Laboratories, Inc. and Job & Family Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the purchase of a 2022 Chrysler Voyager LX from Mobility Works for the use of transportation of the elderly to and from appointments; and to move those who are facing evictions.

WHEREAS, the Fairfield County Guardianship Service is requesting approval for the purchase of a 2022 Chrysler Voyager LX with handicap accessibility; and

WHEREAS, the Chrysler Voyager LX will be used for the Guardianship Service operations; and

WHEREAS, Fairfield County Guardianship Services have researched to find Mobility with competitive pricing for the type of vehicle needed; and

WHEREAS, Supply chain shortages have caused the vehicle required to be unavailable from additional vendors; and

WHEREAS, the Fairfield County Guardianship Services proposes the purchase of a Chrysler Voyager LX Ford using ARP funds Purchase Order #21006703=\$48,700.00 and PO#23002425=\$7,000.00 is in place.

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

Section 1. That the County Commissioner do hereby approve the purchase of a Chrysler Voyager LX vehicle for \$55,643.69.

Prepared by: Pam Barkley
Cc: Guardianship Services



Invoice

Proposal #: Q270069

WMK LLC
810 Moe Drive
Akron, OH 44310
(330) 633-1118
EIN#: 31-1502439
fax: (330) 633-0330

Jim Zahler Email: james.zahler@mobilityworks.com Phone: (234) 200-1345

Billing Name Fairfield County	Buyer Name Fairfield County	Stock # STQ-33655
Address 224 East Main Street, 3rd Floor	Address 224 East Main Street, 3rd Floor	Invoice # Q270069
City, State ZIP Medina, OH 44256	City, State ZIP Medina, OH 44256	Proposal Date 02/28/2023
County medina	County medina	Accepted date 12/27/2022
Telephone (740) 652-7493	Telephone (740) 652-7493	

New/Used New	Make Chrysler	Model / Trim Voyager LX	Year 2022	Color Bright White	To Be Delivered On Or About 02/28/2023	
Type of Vehicle Mini Van	VIN 2C4RC1CG1NR171821		Mileage 10	Job Reference: Customer P.O.:		
Chassis:					\$35,331.61	
Conversion and Additional Equipment (See Page 2 for detail):					\$20,312.08	
Protection Products:					\$0.00	
					MBW Rewards	(\$0.00)
					Total	\$55,643.69
					Documentary Fee	\$0.00
					Delivery	\$0.00
					Sales tax	\$0.00
					Total Cash Delivered Price	\$55,643.69
					Rebate(s)	(\$0.00)
					GPC	(\$0.00)
Third Party Payor					(\$0.00)	
			Cash Down	Check/PO	-	-
			Payment	Deposit Amount + Cash Down Payment		(\$0.00)
			Total Credits		(\$0.00)	
Trade-In(s)						
Year	Make	Model	Vin	Payoff Amount	Allowance	
ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.				Amount Due Upon Delivery	\$55,643.69	

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

Buyer's Signature: Fairfield County

Approved By: Jim Zahler

Co-Buyer's Signature

This order is not valid unless signed and accepted by dealer



Purchase Order

Carri L. Brown, PhD, MBA, CGFM

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 002

Fiscal Year 2021

Page: 1 of 1

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

Purchase Order # **21006703 - 02**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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COUNTY COMMISSIONERS
210 E MAIN STREET
LANCASTER, OH 43130

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WMK LLC
MOBILITYWORKS
4199 KINROSS LAKES PARKWAY
RICHFIELD, OH 44286

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COUNTY COMMISSIONERS
210 E MAIN STREET
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				7314	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
11/02/2021	17330			COMMISSIONERS ADMIN	
NOTES					

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	vehicle for safe transports	1.0	EACH	\$48,700.00	\$48,700.00
	GL Account: 12287600 - 570000 - R213c			\$48,700.00	
GL SUMMARY					
	12287600 - 570000 - R213c			\$48,700.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$48,700.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 11/02/2021

01/31/2023

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total 217 **\$48,700.00**

For Department Use ONLY

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23002425 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 04/15/2023

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PROBATE COURT
224 E MAIN ST
ROOM 301
LANCASTER, OH 43130
Phone: 740-652-7499

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WMK LLC
MOBILITYWORKS
4199 KINROSS LAKES PARKWAY
RICHFIELD, OH 44286

S
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PROBATE COURT
224 E MAIN ST
ROOM 301
LANCASTER, OH 43130
Phone: 740-652-7499

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				2594					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/18/2023		17330		01/18/2023				PROBATE COURT	
NOTES									

PO Requisitioner Name : Pamela S Barkley

E mail Address : pamela.barkley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	GSB VEHICLE GL Account: 20285900 - 574200	1.0	EACH	\$7,000.00	\$7,000.00
GL SUMMARY					
	20285900 - 574200			\$7,000.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$7,000.00 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: 01/18/2023

Carri L. Brown

Auditor Fairfield County, OH

01/31/2023

Purchase Order Total **218** **\$7,000.00**

For Department Use ONLY

Hello, ABT.

We know how very busy you are, so apologies in advance.

I did speak with Bart briefly and have attached a new routing form indicating sole source. If sole source does not work, we will bid as originally suggested below.

On 11.03.21, the Resolution with ODOT pricing of 48.7K was submitted.

Pam reached out to the vendor numerous times for a status update. Email attached.

On 07.18.2022, American Bus informed Pam that Ford canceled our order along with (54) other units. Email attached.

On 07.26.2022, a formal letter from Ford was received from the original vendor. Attached.

Specifically:

From: Dan McConnell <dmcconnell@american-bus-inc.com>
Sent: Tuesday, July 26, 2022 11:51 AM
To: Barkley, Pamela S <pamela.barkley@fairfieldcountyohio.gov>
Subject: RE: [E] ODOT 252-22 Quote summary

Hello Pam,

The attached is a customer letter from Ford that explains that **they are not price protecting orders that they could not build**, not even government contract orders. **This is unprecedented and we have already received approval of our new 2023 AV Ford Transit base price on \$61,800.** This is a **sharp increase caused by Ford significantly reducing government discount and a high increase for 2023.**

We along with others do not have stock because of the shortages and vehicle demand over the last year and a half. Our Ford representatives have advised that the Transit van is most likely to get built but that it is important to get the order placed early. Ford Econoline bus chassis will be very slow and nearly impossible to get. Dodge Ram Promaster vans 2023 order bank opened and closed in days as Amazon put in a huge order.

A comparable van was then suggested by same vendor on same date, but at a price point range of 70-80K.

Since July, Pam has spent a significant amount of time contacting multiple vendors by phone and email in search of something similar to the original handicap accessible van we are in need of and a similar price point. In addition to the build/supply/demand issues the vendors appear to be facing, our need is further complicated as the handicap accessibility is a hyper-critical component for this population. These have proven to be extremely hard to come by.

Please let us know if this works, or if you still would like us to proceed with a bid.

Thank you,
LeAnna

ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- 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 \$50,000
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

LeAnna Shaeffer, Business Manager

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.***



(1)

We want your trade-in! (603) 605-1080 (tel:603) 605-1080



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Home (/) / Inventory (/cars-for-sale) / Chrysler (/cars-for-sale?make=Chrysler) / Voyager (/cars-for-sale?make=Chrysler&model=Voyager)

2022 Chrysler Voyager LX

LX 4dr Mini-Van

Price
\$63,995
~~\$64,005~~

Mileage
4

Call (tel:+16036051080)

Text

Email



Photos (27)

Share
Vehicle



(https://twitter.com/share?url=https%3a%2f%2fwww.newenglandmotorcar.com%2fchrysler-voyager%2f86846144%3futm_source%3dtwitter%26utm_medium%3dsocial_vdp%26utm_campaign%3dnew-2022-chrysler-voyager%2f86846144%3futm_source%3dfacebook%26utm_medium%3dsocial_vdp%26utm_campaign%3drs_vdp%26utm_co

u=https%3a%2f%2fwww.newenglandmotorcar.com%2fdetails%2fnew-

2022-
chrysler-

Apply for Financing

Apply Now! (/Finance? id=62021278&sourceId=3)

Message Us

☒ Email Us ☐ Text Us

First Name *

Last Name *

Email *

Call (tel: +16036051080)

Text

Email

01/31/2023

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223

Phone

Could you provide more information about this 2022 Chrysler Voyager LX?










71/1000

☐ Do you have a trade-in?

Send Email

By clicking "Send Email", I consent to be contacted by Carsforsale.com and the dealer selling this vehicle at any telephone number I provide, including, without limitation, communications sent via text message to my cell phone or communications sent using an autodialer or prerecorded message. This acknowledgment constitutes my written consent to receive such communications. This site is protected by reCAPTCHA and the Google [Privacy Policy \(https://policies.google.com/privacy\)](https://policies.google.com/privacy) and [Terms of Service \(https://policies.google.com/terms\)](https://policies.google.com/terms) apply.

Vehicle Info

	Condition New
	Engine V6 3.6L Natural Aspiration
	Transmission Automatic 9-Speed
	Drivetrain FWD
	Fuel Gasoline
	Exterior Color White
	Interior Color Black
	Stock # 11749
	VIN 2C4RC1CG1NR118211

Fuel Economy

CITY		Hwy
19		28

Ready to trade in?
Let us know what you have.

Value My Trade

Description

BRAND NEW 2022 Chrysler Voyager LX with FR Conversions mobility package. This full cut rear entry features a single piece folding ramp, and multiple tie down anchors throughout that can accommodate up to 2 wheelchairs at one time. Its also equipped with dual power sliding doors and rear liftgate, Uconnect radio with Bluetooth hands free phone streaming, reverse camera, push button start, remote start, 8 way power driver seat, heated front seats and steering wheel, rear climate control, Apple CarPlay, Google Android Auto, USB ports, and alloy wheels. FULL FACTORY WARRANTY!!! *FINAL PRICE REFLECTS \$1000 MAIL IN FCA MOBILITY REBATE TO CUSTOMER

 Text Email

Read More 01/31/2023

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224

Features

- Active Grille Shutters
- Door Handle Color - Body-Color
- Front Bumper Color - Body-Color
- Grille Color - Black With Chrome Accents
- License Plate Bracket - Front

Show More

Dealership Info


New England Motor Car Company

- 📍 13 River Rd Route 3A
Hudson, NH 03051 (<https://maps.google.com/?q=13%20River%20Rd%20Route%203A%20%20Hudson%20NH%2003051>)
- ☎ **Call Us (tel:+16036051080)**
- 💬 **Text Us**


✚ **Get Directions** (<https://maps.google.com/?q=13%20River%20Rd%20Route%203A%20%20Hudson%20NH%2003051>)

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Information deemed reliable, but not guaranteed. Interested parties should confirm all data before relying on it to make a purchase decision. All prices and specifications are subject to change without notice. Prices may not include additional fees such as government fees and taxes, title and registration fees, finance charges, dealer document preparation fees, processing fees, and emission testing and compliance charges.

 (<https://www.facebook.com/newenglandmotorcar>)

 (https://www.twitter.com/england_car)

 (<https://www.youtube.com/channel/UCAA2FGWMJT7LLXYPZJCFQA>)

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225


<https://www.rollxvans.com>


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\$69,995

* Additional Incentive may apply

NEW - 2022 CHRYSLER VOYAGER LX ([HTTPS://WWW.ROLLXVANS.COM/WHEELCHAIR-VAN/NEW-2022-CHRYSLER-VOYAGER-WHEELCHAIR-VAN-FOR-SALE-400742](https://www.rollxvans.com/wheelchair-van/new-2022-chrysler-voyager-wheelchair-van-for-sale-400742))

STOCK NUMBER: 400742

The Chrysler Voyager wheelchair access van is the new entry level model for the Pacifica line. If you like how the Pacifica looks and performs then you will like the Chrysler Voyager. The Chrysler Voyager wheelchair van delivers all the minivan essentials at a price that is hard to beat.

HEATED SEATS & STEERING WHEEL, FREE DELIVERY

COLOR

SILVER MIST CLEAR COAT

MILEAGE

8

[VIEW DETAILS \(HTTPS://WWW.ROLLXVANS.COM/WHEELCHAIR-VAN/NEW-2022-CHRYSLER-VOYAGER-WHEELCHAIR-VAN-FOR-SALE-40074](https://www.rollxvans.com/wheelchair-van/new-2022-chrysler-voyager-wheelchair-van-for-sale-40074)


\$69,995

* Additional Incentive may apply

NEW - 2022 CHRYSLER VOYAGER LX ([HTTPS://WWW.ROLLXVANS.COM/WHEELCHAIR-VAN/NEW-2022-CHRYSLER-VOYAGER-WHEELCHAIR-VAN-FOR-SALE-400740](https://www.rollxvans.com/wheelchair-van/new-2022-chrysler-voyager-wheelchair-van-for-sale-400740))

STOCK NUMBER: 400740

The Chrysler Voyager wheelchair access van is the new entry level model for the Pacifica line. If you like how the Pacifica looks and performs then you will like the Chrysler Voyager. The Chrysler Voyager wheelchair van delivers all the minivan price that is hard to beat.



STEERING WHEEL, FREE DELIVERY

01/31/2023

COLOR

<https://www.rollxvans.com/new-wheelchair-vans-for-sale-oh/>

1/20/23, 7:24 AM

New Wheelchair Vans For Sale in Ohio - Rollx Vans

SILVER MILEAGE
11 (https://www.rollxvans.com)



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952-522-8330 522-8330)



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800-956-6668 6668)

VIEW DETAILS (HTTPS://WWW.ROLLXVANS.COM/WHEELCHAIR-VAN/NEW-2022-CHRYSLER-VOYAGER-WHEELCHAIR-VAN-FOR-SALE-40074

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Contact (https://www.rollxvans.com/contact/) Q



\$70,905

* Additional incentive may apply

NEW - 2022 CHRYSLER VOYAGER LX (HTTPS://WWW.ROLLXVANS.COM/WHEELCHAIR-VAN/NEW-2022-CHRYSLER-VOYAGER
WHEELCHAIR-VAN-FOR-SALE-400768)
STOCK NUMBER: 400768

The Chrysler Voyager wheelchair access van is the new entry level model for the Pacifica line. If you like how the Pacifica looks and performs then you will like the Chrysler Voyager. The Chrysler Voyager wheelchair van delivers all the minivan essentials at a price that is hard to beat.

HEATED SEATS & STEERING WHEEL, FREE DELIVERY

COLOR
BRILLIANT BLACK

MILEAGE
6

VIEW DETAILS (HTTPS://WWW.ROLLXVANS.COM/WHEELCHAIR-VAN/NEW-2022-CHRYSLER-VOYAGER-WHEELCHAIR-VAN-FOR-SALE-40076



01/31/2023


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952-522-8330 522-8330)



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[Contact \(https://www.rollxvans.com/contact/\)](https://www.rollxvans.com/contact/)
 [970,905](#)
 [Q](#)

*Additional incentive may apply

NEW - 2022 CHRYSLER VOYAGER LX (HTTPS://WWW.ROLLXVANS.COM/WHEELCHAIR-VAN/NEW-2022-CHRYSLER-VOYAGER-WHEELCHAIR-VAN-FOR-SALE-400769)

STOCK NUMBER: 400769

The Chrysler Voyager wheelchair access van is the new entry level model for the Pacifica line. If you like how the Pacifica looks and performs then you will like the Chrysler Voyager. The Chrysler Voyager wheelchair van delivers all the minivan essentials at a price that is hard to beat.

HEATED SEATS & STEERING WHEEL, FREE DELIVERY

COLOR
BRIGHT WHITE

MILEAGE
14

[VIEW DETAILS \(HTTPS://WWW.ROLLXVANS.COM/WHEELCHAIR-VAN/NEW-2022-CHRYSLER-VOYAGER-WHEELCHAIR-VAN-FOR-SALE-400769\)](https://www.rollxvans.com/wheelchair-van/new-2022-chrysler-voyager-wheelchair-van-for-sale-400769)



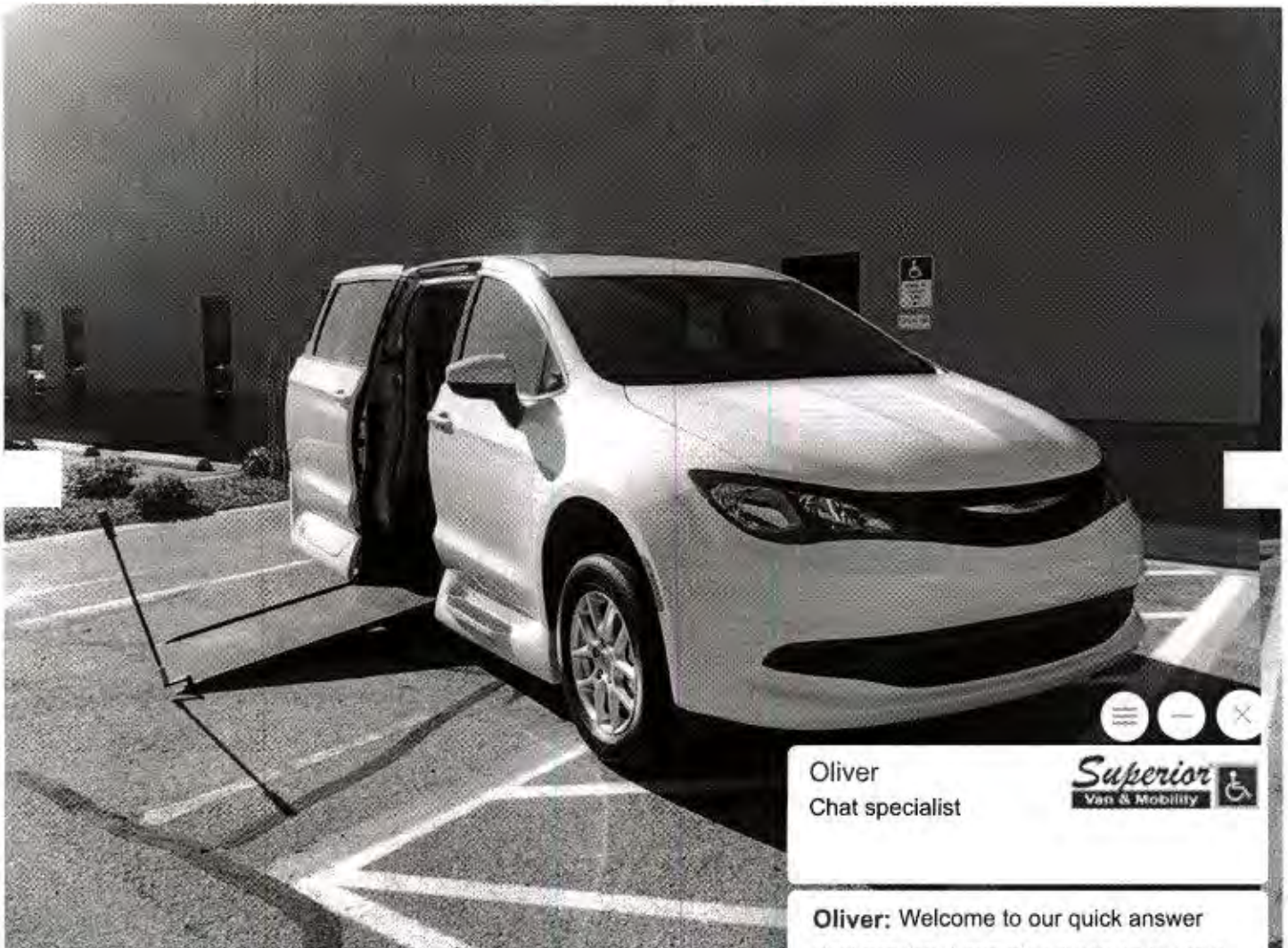
01/31/2023

228



2022 Chrysler Voyager LX Wheelchair Van For Sale

VMI - Voyager Northstar E



Oliver
Chat specialist



Oliver: Welcome to our quick answer chat service. I can give answers to most general inquiries. How may I best assist you?

Type here...



Powered By: LiveAdmins

Text Us

Live Chat ^{ms}

WAS: 229 302-700

01/31/2023



Stock: NR118658

VIN: 2C4RC1CG4NR118658

Vehicle Condition: New

Ramp Type: Manual In-Floor

Ramp Location: Side

Exterior Color: Bright White Clearcoat

Interior Color: Black/Alloy

Mileage: 12

Lifetime Powertrain Warranty: See Dealer

Engine: 3.6L

Drivetrain: FWD

ASK A QUESTION

GET FINANCING

Call Today 1-877-545-18

Payment Calculator

Oliver
Chat specialist



Oliver: Welcome to our quick answer chat service. I can give answers to most general inquiries. How may I best assist you?

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Text Us

Vehicle Description:

Another quality handicap wheelchair accessible vehicle for sale. Ask de
vehicle.

Chrysler Voyager, VMI Northstar E In-floor Wheelchair Accessible Van - Built with the caregiver in mind, wheelchair ramp on the Voyager Northstar-E wheelchair van is manually operated using VMIs pa
a-stick design which allows for easy, reliable deployment



- Usable door opening height - 56"
- Usable door opening width - 29.3"
- Inside center height - 59"
- Usable ramp width - 30"

[CLICK HERE To Learn More About This Conversion](#)

Similar Wheelchair Accessible Vehicles:

2017 Toyota Sienna Limited BraunAbility - Toyota Rampvan XT Wheelchair Van For Sale

SALE PRICE: **\$55,900**

- # Stock: HS876924
- 🚗 Category: Used
- 📊 Mileage: 42,046
- 🛡️ Lifetime Powertrain Warranty: See Dealer
- 👁️ Exterior Color: Creme Brulee Mica

[VIEW DETAILS](#)

[GET MORE INFO](#)

01/31/2023

<https://www.superiorvan.com/inventory/2022-chrysler-voyager-2c4rc1cg4nr118658/>

2014 Dodge BraunAbility - Dodge Wheelchair

SALE PRICE: **\$55,900**

Oliver; Welcome to our quick answer chat service. I can give answers to most general inquiries. How may I best assist you?

- # Stock: ...
- 🚗 Category: ...
- 📊 Mileage: ...
- 🛡️ Lifetime Powertrain Warranty: See Dealer
- 👁️ Exterior Color: ...

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231

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the purchase of a 2022 Chrysler Voyager LX from Mobility Works for the use of transportation of the elderly to and from appointments and to move those who are facing evictions.

(Fairfield County Juvenile/Probate Court)

Approved as to form on 1/27/2023 9:13:46 AM by Amy Brown-Thompson,



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

Resolution No. 2023-01.31.o

A resolution authorizing the purchase of a 2022 Chrysler Voyager LX from Mobility Works for the use of transportation of the elderly to and from appointments and to move those who are facing evictions.

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund

WHEREAS, the Fairfield County Juvenile Court has collected unanticipated revenue from the Department of Youth Services for FY23 in Fund #2036; and

WHEREAS, appropriate from unappropriated into major expense categories of contract services for org# 17203600 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 into the following category:

\$83,000.00 17203600 Contractual Services

For Auditor's Office Use Only:

Section 1.

17203600-530000-EVB23	\$13,000.00
17203600-530000-RSP23	\$50,000.00
17203600-530000-PRO23	\$20,000.00

Section 2. Issue an Amended Certificate in the amount \$83,000.00 to the credit of fund #2036.

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines:

17203600-433450 \$83,000.00

Prepared by: Lory Behrens
Fairfield County Juvenile Court

Resolution No. 2023-01.31.p

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-01.31.q

A resolution authorizing the approval of an update to the original contract with Tyler Tech and the Fairfield County Sheriff's Office.

WHEREAS, The Fairfield County Sheriff's Office previously submitted a contract for a Public Safety Software system through Tyler Tech that was approved (2021-09.28.n); and

WHEREAS, unexpected expenses for equipment arose that require additional approval.

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 expenses to complete the contract with the Fairfield County Sheriff's Office and Tyler Tech.

Prepared by: Elisa Dowdy/Sheriff's Office
Cc: Elisa Dowdy



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000137500612.3	Sales Rep	Gerardo Vargas
Total	\$18,049.68	Phone	(800) 456-3355, 80000
Customer #	28499288	Email	Gerardo.Vargas@Dell.com
Quoted On	Jan. 05, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Feb. 04, 2023		FAIRFIELD COUNTY
Contract Name	State of Ohio Computer Hardware, Software, and IT Services		210 E MAIN ST RM 105 LANCASTER, OH 43130-3854
Contract Code	C000000181015		
Customer Agreement #	STS033-534109		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order.
Thank you for shopping with Dell!

Regards,
Gerardo Vargas

Shipping Group

Shipping To	Shipping Method
RECV DEPT FAIRFIELD COUNTY FAIRFIELD COUNTY 210 E MAIN ST LANCASTER, OH 43130-3854 (740) 652-7000	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Memory Upgrade - 32GB - 2RX4 DDR4 RDIMM 3200MHz 8Gb BASE	\$752.07	24	\$18,049.68

Subtotal:	\$18,049.68
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$18,049.68
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$18,049.68

Shipping Group Details

Shipping To

RECV DEPT
FAIRFIELD COUNTY
FAIRFIELD COUNTY
210 E MAIN ST
LANCASTER, OH 43130-3854
(740) 652-7000

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Memory Upgrade - 32GB - 2RX4 DDR4 RDIMM 3200MHz 8Gb BASE	\$752.07	24	\$18,049.68

Estimated delivery if purchased today:
Jan. 15, 2023
Contract # C000000181015
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell Memory Upgrade - 32GB - 2RX4 DDR4 RDIMM 3200MHz 8Gb BASE	AA783422	-	24	-

Subtotal:	\$18,049.68
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$18,049.68

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000137525093.5	Sales Rep	Gerardo Vargas
Total	\$38,684.51	Phone	(800) 456-3355, 80000
Customer #	28499288	Email	Gerardo.Vargas@Dell.com
Quoted On	Jan. 20, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Feb. 19, 2023		FAIRFIELD COUNTY
Contract Name	State of Ohio Computer Hardware, Software, and IT Services		210 E MAIN ST RM 105 LANCASTER, OH 43130-3854
Contract Code	C000000181015		
Customer Agreement #	STS033-534109		
Solution ID	17038824.5		

Message from your Sales Rep

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Regards,
Gerardo Vargas

Shipping Group

Shipping To	Shipping Method	Install At
RECV DEPT FAIRFIELD COUNTY FAIRFIELD COUNTY 210 E MAIN ST LANCASTER, OH 43130-3854 (740) 652-7000	Standard Delivery	DENISE GRESSICK FAIRFIELD COUNTY 210 E MAIN ST, COUNTY COMMISSIONERS LANCASTER, OH 43130-3854 (740) 652-7072

Solution Name:

Fairfield County
PowerStore500T_30TibE_Primary and
Back Hosts qty3

Product	Unit Price	Quantity	Subtotal
---------	------------	----------	----------

Dell EMC PowerStore Upgrades - [AMER_PSUPGRADES_13689]	\$38,684.51	1	\$38,684.51
<hr/>			
	Subtotal:		\$38,684.51
	Shipping:		\$0.00
	Environmental Fee:		\$0.00
	Non-Taxable Amount:		\$38,684.51
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
<hr/>			
	Total:		\$38,684.51

Shipping Group Details

Shipping To	Shipping Method	Install At
RECV DEPT FAIRFIELD COUNTY FAIRFIELD COUNTY 210 E MAIN ST LANCASTER, OH 43130-3854 (740) 652-7000	Standard Delivery	DENISE GRESSICK FAIRFIELD COUNTY 210 E MAIN ST, COUNTY COMMISSIONERS LANCASTER, OH 43130-3854 (740) 652-7072

Solution Name:
Fairfield County
PowerStore500T_30TibE_Primary and
Back Hosts qty3

		Quantity	Subtotal	
Dell EMC PowerStore Upgrades - [AMER_PSUPGRADES_13689]		\$38,684.51	1	\$38,684.51
Estimated delivery if purchased today: Feb. 09, 2023 Contract # C000000181015 Customer Agreement # STS033-534109				
Description	SKU	Unit Price	Quantity	Subtotal
PowerStore Upgrades	210-ASTY	-	1	-
Upgrade Order	379-BDUV	-	1	-
Dell Hardware Limited Warranty	876-3954	-	1	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	876-4118	-	1	-
ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years	876-4124	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit /www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy for PowerStore Hardware Component	825-8619	-	1	-
P1 25X2.5 NVME SED SSD 1.92TB UG	400-BGIZ	-	7	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 3 Years	828-4819	-	7	-
		Subtotal:		\$38,684.51
		Shipping:		\$0.00
		Environmental Fee:		\$0.00
		Estimated Tax:		\$0.00
		Total:		\$38,684.51

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ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **23002601 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2024

B
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T
OCOUNTY COMMISSIONERS
210 E MAIN STREET
LANCASTER, OH 43130Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130
Revisions: 000V
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O
RDELL MARKETING LP
PO BOX 643561
PITTSBURGH, PA 15264-3561S
H
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P
T
OCOUNTY COMMISSIONERS
210 E MAIN STREET
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
800-981-3355				2761					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/25/2023		2705						COMMISSIONERS ADMIN	
NOTES									

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

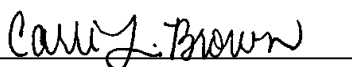
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Tyler Upgrade/Radio Room GL Account: 12287600 - 574000 - R17b	1.0	EACH	\$177,281.10	\$177,281.10
GL SUMMARY					
12287600 - 574000 - R17b		\$177,281.10			

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$177,281.10 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: 01/25/2023



Auditor Fairfield County, OH

01/31/2023

Purchase Order Total **\$177,281.10**

245

For Department Use ONLY



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: **Dell Technologies**
Date: **1/25/2023 7:51:10 AM**

This search produced the following list of **8** possible matches:

Name/Organization	Address
Adelman, Melodie	153 North Street, P.O. Box 172
Adelman, Melodie	153 North St., PO Box 172
Adelman, Melodie	153 North Street, PO Box 172
Delman, Brent	3694 Glencarin Road
Delman, Brent	3694 Glencarin Road
Kandel, Brian	4739 Maplegrove Ave.
Total Deliverance Ministries	105 Spears Court
Weindel, Patricia	14093 Chardon Windsor Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☒ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☒ State Term #: 181015 (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain):
- 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 \$50,000
 4. ☒ Purchase Order is included with Agreement

Signed this 25 day of January, 2023.



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.***



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000140034749.2	Sales Rep	David Mccullough
Total	\$81,862.40	Phone	(800) 456-3355, 6180326
Customer #	28499288	Email	David_Mccullough@Dell.com
Quoted On	Jan. 05, 2023	Billing To	JOSEPH MORRIS
Expires by	Jan. 26, 2023		FAIRFIELD COUNTY
Contract Name	State of Ohio Computer Hardware, Software, and IT Services		345 LINCOLN AVE LANCASTER, OH 43130-3715
Contract Code	C000000181015		
Customer Agreement #	STS033-534109		
Solution ID	17082661.4		
Deal ID	24054932		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
David Mccullough

Shipping Group

Shipping To	Shipping Method	Install At
JOSEPH MORRIS FAIRFIELD COUNTY 345 LINCOLN AVE LANCASTER, OH 43130-3715 (740) 652-7918	Standard Delivery	JOSEPH MORRIS FAIRFIELD COUNTY 345 LINCOLN AVE LANCASTER, OH 43130-3715 (740) 652-7918

Solution Name:

Fairfield DM 5500

Product	Unit Price	Quantity	Subtotal
PowerProtect DM5500 - [AMER_DM5500_15936]	\$40,931.20	2	\$81,862.40

Subtotal:	\$81,862.40
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$81,862.40
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$81,862.40
---------------	--------------------

Shipping Group Details

Shipping To

JOSEPH MORRIS
FAIRFIELD COUNTY
345 LINCOLN AVE
LANCASTER, OH 43130-3715
(740) 652-7918

Shipping Method

Standard Delivery

Install At

JOSEPH MORRIS
FAIRFIELD COUNTY
345 LINCOLN AVE
LANCASTER, OH 43130-3715
(740) 652-7918

Solution Name:

Fairfield DM 5500

		Quantity		Subtotal
PowerProtect DM5500 - [AMER_DM5500_15936]		\$40,931.20	2	\$81,862.40
Estimated delivery if purchased today: Feb. 01, 2023 Contract # C000000181015 Customer Agreement # STS033-534109				
Description	SKU	Unit Price	Quantity	Subtotal
DM5500 Base Appliance Controller	210-BFGE	-	2	-
PSNT Info	329-BDWH	-	2	-
Luggage Tag for PowerProtect DM5500	350-BCJG	-	2	-
Dell Hardware Limited Warranty	882-1667	-	2	-
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	882-1789	-	2	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	882-1790	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
DM5500 Software Factory Installed	350-BCKH	-	2	-
DM5500 HW Components	329-BHKI	-	2	-
iDRAC9,Enterprise	385-BBKT	-	2	-
DM5500 1.92TB SSD SAS	400-BOHM	-	2	-
No Drive Selection	800-BBUC	-	2	-
Broadcom 57416 Dual Port 10 GbE BaseT Network LOM Mezz Card	540-BBYT	-	2	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	2	-
PowerProtect DP 2U Bezel V2	350-BCKO	-	2	-
No Trusted Platform Module	461-AADZ	-	2	-
IDM, PowerProtect DM5500 - No TPM	350-BCJJ	-	2	-
PowerProtect DM CE, CCC, BIS Marking	389-EFFR	-	2	-
PowerEdge R740XD2 Shipping	340-CYFP	-	2	-
3 Years ProSupport Plus Mission Critical DM5500 Capacity Bundle 1TB Sftwr Spt-Contract	882-0345	-	2	-
ProDeploy Plus No Charge Training 600	812-4009	-	2	-
Prodeploy Plus for PowerProtect DataManager Appliance	882-3143	-	2	-
DM5500 12TB SAS HD	400-BOHL	-	20	-
Intel X710 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BBVO	-	4	-

C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
DM5500 Capacity License Bundle 1TBu=CA	149-BBRM	-	24	-
3 Years ProSupport Plus Mission Critical DM5500 Capacity Bundle 1TB Sftwr Spt-Maint	882-0357	-	24	-
				<hr/>
			Subtotal:	\$81,862.40
			Shipping:	\$0.00
			Environmental Fee:	\$0.00
			Estimated Tax:	\$0.00
				<hr/>
			Total:	\$81,862.40

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Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000137524555.2	Sales Rep	Gerardo Vargas
Total	\$38,684.51	Phone	(800) 456-3355, 80000
Customer #	28499288	Email	Gerardo.Vargas@Dell.com
Quoted On	Jan. 05, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Feb. 04, 2023		FAIRFIELD COUNTY
	State of Ohio Computer		210 E MAIN ST
Contract Name	Hardware, Software, and IT		RM 105
	Services		LANCASTER, OH 43130-3854
Contract Code	C000000181015		
Customer Agreement #	STS033-534109		
Solution ID	17038200.2		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Gerardo Vargas

Shipping Group

Shipping To	Shipping Method	Install At
RECV DEPT FAIRFIELD COUNTY FAIRFIELD COUNTY 210 E MAIN ST LANCASTER, OH 43130-3854 (999) 687-7075	Standard Delivery	DENISE GRESSICK FAIRFIELD COUNTY 210 E MAIN ST, COUNTY COMMISSIONERS LANCASTER, OH 43130-3854 (740) 652-7072

Solution Name:

Fairfield County
PowerStore500T_30TibE_Primary and
Back Hosts qty3

Product	Unit Price	Quantity	Subtotal
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Dell EMC PowerStore Upgrades - [AMER_PSUPGRADES_13689]	\$38,684.51	1	\$38,684.51
<hr/>			
	Subtotal:		\$38,684.51
	Shipping:		\$0.00
	Environmental Fee:		\$0.00
	Non-Taxable Amount:		\$38,684.51
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
<hr/>			
	Total:		\$38,684.51

Shipping Group Details

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RECV DEPT FAIRFIELD COUNTY FAIRFIELD COUNTY 210 E MAIN ST LANCASTER, OH 43130-3854 (999) 687-7075	Standard Delivery	DENISE GRESSICK FAIRFIELD COUNTY 210 E MAIN ST, COUNTY COMMISSIONERS LANCASTER, OH 43130-3854 (740) 652-7072

Solution Name:
Fairfield County
PowerStore500T_30TibE_Primary and
Back Hosts qty3

		Quantity		Subtotal
Dell EMC PowerStore Upgrades - [AMER_PSUPGRADES_13689]		\$38,684.51	1	\$38,684.51
Estimated delivery if purchased today:				
Jan. 26, 2023				
Contract # C000000181015				
Customer Agreement # STS033-534109				
Description	SKU	Unit Price	Quantity	Subtotal
PowerStore Upgrades	210-ASTY	-	1	-
Upgrade Order	379-BDUV	-	1	-
Dell Hardware Limited Warranty	876-3954	-	1	-
ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	876-4118	-	1	-
ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years	876-4124	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit /www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy for PowerStore Hardware Component	825-8619	-	1	-
P1 25X2.5 NVME SED SSD 1.92TB UG	400-BGIZ	-	7	-
ProSupport: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 3 Years	828-4819	-	7	-
		Subtotal:		\$38,684.51
		Shipping:		\$0.00
		Environmental Fee:		\$0.00
		Estimated Tax:		\$0.00
		Total:		\$38,684.51

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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of an update to the original contract with Tyler Tech and the Fairfield County Sheriff's Office.

(Fairfield County Sheriff)

Approved as to form on 1/26/2023 4:26:48 PM by Amy Brown-Thompson,



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

Resolution No. 2023-01.31.q

A resolution authorizing the approval of an update to the original contract with Tyler Tech and the Fairfield County Sheriff's Office.

(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 a service agreement by and between Fairfield County Sheriff's Office and the Township of Violet.

WHEREAS, The Fairfield County Sheriff's Office is requesting the approval of a service agreement with the Township of Violet; and

WHEREAS, the purpose of the service agreement is for the continuation of the County to provide personnel and equipment necessary to perform policing servicing; and

WHEREAS, this agreement shall be effective January 1, 2023 through December 31, 2023.

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

Section 1. That the Fairfield County Borad of commissioners hereby approves the attached service agreement with the Township of Violet.

Prepared by: Elisa Dowdy
cc: Elisa Dowdy – Civil/Fiscal Supervisor

**CONTRACT FOR POLICE PROTECTION SERVICES FOR
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO**

This Agreement is entered into by and between the **Board of Commissioners of Fairfield County, Ohio, by and through the Fairfield County Sheriff's Office**, hereinafter referred to as "**the County**" and Violet Township, hereinafter referred to as "**the Township**".

WHEREAS, the Board of Township Trustee of Violet Township, Fairfield County, Ohio ("Violet Township") desires to enter into a contract with the Fairfield County, Ohio Sheriffs Office ("Sheriff") for the provision of regular police protection within the unincorporated areas of Violet Township pursuant to Section 505.43 and 505.50 Ohio Revised Code; and

WHEREAS, the Sheriff is willing to provide regular police protection services to Violet Township,

NOW THEREFORE, in consideration of the mutual covenants, Violet Township and the Sheriff agree to the following:

Section 1. The County shall furnish personnel necessary to perform police services for forty (40) hours a week. It is further mutually agreed between the parties hereto that the duties of the aforesaid Sheriff personnel will be determined from time to time by the best judgement of the Sheriff and the Township, including but not limited to, normal police duties, serving court papers, and duties in cooperation with other Township functions. In addition, notwithstanding anything set forth herein, the Sheriff shall have the right to use the aforesaid Sheriff personnel in any emergency as he sees fit and to consult with the Township as to emergencies that may exist in the Township.

Section 2. The Township agrees to pay the County compensation for services performed as required by Section 1 herein in accordance with the following:

(A). All payments to be made by the Township hereunder shall be payable directly to the Fairfield County Sheriffs Office, which shall then forward those payments to the Fairfield County Treasurer for deposit to the Sheriffs policing revolving fund. The total amount owed by the Township to the County for services to be provided hereunder from January 1, 2023 to December 31, 2023 shall be one hundred twelve thousand one hundred thirty dollars and one cent (\$112,130.01) per year, payable in 12 monthly installments as follows:

January 1, 2023: \$9344.17
February 1, 2023: \$9344.17
March 1, 2023: \$9344.17
April 1, 2023: \$9344.17
May 1, 2023: \$9344.17
June 1, 2023: \$9344.17
July 1, 2023: \$9344.17
August 1, 2023: \$9344.17
September 1, 2023: \$9344.17
October 1, 2023: \$9344.17
November 1, 2023: \$9344.17
December 1, 2023: \$9344.14

Section 2. The term of this contract shall commence on **January 1, 2023** and end on **December 31st of 2023**, regardless of date signed. The parties may renew this agreement for like periods of one (1) year upon written agreement signed by all parties. Notwithstanding the above, this agreement may be terminated by either party upon thirty (30) days advance written notice to the other. This agreement may be amended only by a written document signed by both parties

Section 3. Neither the Township nor the County shall assign, sublet, or transfer its interest in this agreement to any third party without the written consent of the other party hereto.

Section 4. This agreement contains the sole and entire agreement between the parties and shall supercede any and all other agreements heretofore made between the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this ____ day of _____, 2022.

**VIOLET TOWNSHIP BOARD OF TRUSTEES
FAIRFIELD COUNTY, OHIO**

RESOLUTION NO. 2022-1207-05

Adopt Agreement with Fairfield County Sheriff

WHEREAS, the Board of Trustees of Violet Township, Fairfield County, Ohio has an agreement with the Fairfield County Sheriff's Department for Police Protection for the Township; and

WHEREAS, we are a Home Rule Township and we are mandated pursuant to Chapter 504 of the Ohio Revised Code to provide Police Protection; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO,

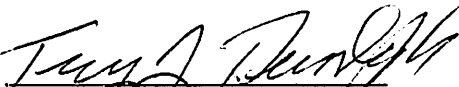
That the Violet Township Board of Trustees adopt attached agreement for 2023 with the Fairfield County Sheriff, and further authorize, the Township Administrator to enter into this agreement.

Motion for adoption made by Dunlap. Seconded by Sanders, this 7th day of December, 2022.

YES: 3

NO: 0

ABSTENTIONS: 0


Terry J. Dunlap, Sr., Trustee


Darin Monhollen, Trustee


Lori Sanders, Trustee

This resolution represents a complete and accurate statement as to the actions taken by the Township Board of Trustees.

Attest: 
Vanessa Niekamp, Fiscal Officer

Signed and acknowledged

Violet Township

By: _____

Board of Commissioners of
Fairfield County, Ohio

By : _____
Steve Davis, Commissioner

By: _____
Dave Levacy, Commissioner

By: _____
Jeff Fix, Commissioner

By: Alex W. Lape
Alex W Lape, Fairfield County Sheriff

**FAIRFIELD COUNTY SHERIFF'S OFFICE
COST OF DEPUTY FOR VIOLET TOWNSHIP
CONTRACT**

<u>2023 Cost Salary & Benefits</u>	1 Deputy		
(Based on 40 hours/wk for 12 months)			
Hourly Wage		\$	31.659
Hours in 2023 (26 pays)			2080
Annual Deputy Cost		\$	65,850.72
Estimated Holiday & OT		\$	9,065.44
Annual Pay Estimate		\$	74,916.16
<u>Taxes and Benefits for 2023</u>			
PERS@ 18.10%		\$	13,559.82
Worker's Comp @ est 1.5%		\$	1,123.74
Medicare Tax@ 1.45%		\$	1,086.28
Life Insurance		\$	44.00
Health Insurance - Family coverage		\$	21,400.00
Total Taxes and Benefits		\$	37,213.85
Combined Total of Pay and Benefits for 2023		\$	112,130.01
	Jan - Nov	\$	9,344.17
	December	\$	9,344.14

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between
Fairfield County Sheriff's Office and the Township of Violet.

(Fairfield County Sheriff)

Approved as to form on 1/30/2023 8:08:01 AM by Steven Darnell,

Resolution No. 2023-01.31.r

A resolution authorizing the approval of a service agreement by and between
Fairfield County Sheriff's Office and the Township of Violet.

(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 a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail.

WHEREAS, The Fairfield County Sheriff's Office has submitted a contract for housing inmates from the City of Logan and Logan Police Department in the Fairfield County Jail; and

WHEREAS, this agreement shall be effective January 1, 2023 and shall terminate on December 31, 2023.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached contract with the Fairfield County Sheriff's Office and the City of Logan and Logan Police Department.

Prepared by: Elisa Dowdy/Sheriff's Office
Cc: Elisa Dowdy

**CONTRACT FOR HOUSING PRISONERS IN THE FAIRFIELD COUNTY
JAIL BETWEEN FAIRFIELD COUNTY AND CITY OF LOGAN**

WHEREAS, this contract is made this day of January 1, 2023, by and between the Fairfield County Board of Commissioners, located at 210 East Main Street, Lancaster, OH 43130, ("Fairfield BCC"), the Fairfield County Sheriff, located at 345 Lincoln Avenue, Lancaster, OH 43130, (the Fairfield Sheriff), and the City of Logan, located at 10 South Mulberry St. Logan, Oh 43138 and the Logan Police Department, located at 50 South Mulberry St. Logan, Oh 43138 ("Logan Police Department").

WHEREAS, the City of Logan and the Logan Police Department has the necessity and the need to house its prisoners elsewhere on a temporary basis beginning 2023;

WHEREAS, City of Logan and the Logan Police Department have reached out to the Fairfield BCC and Fairfield Sheriff to see if Fairfield County would be willing to house the Logan Police Department Prisoners during *this* period by entering into a contract with the Fairfield BCC and the Fairfield Sheriff, pursuant to R.C. 341.23; ..

WHEREAS, Fairfield BCC and the Fairfield County Sheriff are willing to enter into a contract pursuant to R.C. 341.23 so long as certain housing parameters are agreed upon;

WHEREAS, this Agreement is intended to set forth the rights, duties, responsibilities, and obligations of the Fairfield Board, the Fairfield Sheriff and the City of Logan and Logan Police Department for the term hereinafter set forth.

In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The Fairfield BCC and the Fairfield Sheriff shall receive, keep, board and safely maintain in the Fairfield County Jail the following persons, as space permits:
 - a.) City of Logan Prisoners who have been lawfully committed to custody by the Logan Police Department, or its Officers, via arrest or court order for any reason; and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing; and/or who are awaiting a trial and have not otherwise posted bail or been released by court order; and/or who serving a jail sentence after conviction except as provided in Paragraphs 2 through 12 below.
 - b.) Persons incarcerated pursuant to subparagraph a. above shall be designated as "City of Logan Prisoners" in this Agreement.

2. The Fairfield Sheriff hereby agrees to house no more than Twenty (20) City of Logan prisoners at a time in the Fairfield County Jail commencing on January 1, 2023 and ending on December 31, 2023. Of the Twenty (20) City of Logan Prisoners Fairfield County will receive, five (5) of those twenty (20) Prisoners can be female.
3. BCC agrees to pay Fairfield BCC and Fairfield Sheriff a per diem rate of \$ 92 per prisoner, per day. A day shall be calculated based on the date of booking reception and release. The Fairfield BCC and Fairfield Sheriff shall invoice the Athens Sheriff and Athens BCC a per diem rate of \$92 per each prisoner remaining. Such invoices shall be made the first of each month based on the number of prisoners held, the number of days held. Payment shall be made by the Athens County Sherrieff to the Fairfield County Commissioners with the mailing address of 210 E. Main Street, Room 301, Lancaster, Ohio 43130. Said payment shall be applied to the Fairfield County General Fund. The Fairfield Sheriff reserves the right to return prisoners and refuse to accept additional prisoners if timely payment is not received. City of Logan Prisoners confined in the Fairfield County Jail shall be subject to the rules and regulations of the Fairfield County Jail, which apply to all the prisoners therein.
- 4 The Fairfield Sheriff may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious disease, contagious infections sexually transmitted disease, mental illness, illness or injury that has not been treated prior to entry into the Fairfield County Jail.
- 5 The Fairfield Sheriff, at his sole discretion, may unilaterally refuse to receive City of Logan Prisoner(s) or may return any City of Logan Prisoner(s) for reasons including but not limited to the current Fairfield County Jail population, internal security conditions of the jail, or for any other reason that the Fairfield Sheriff deems pertinent at the time. If the Fairfield Sheriff optstoreturnorreject City of Logan Prisoner(s) for any reason the Fairfield Sheriff shall give verbal or electronic notice to the City of Logan Chief of Police and the City of Logan Police Department shall have no more than 24 hours to pick up the returned/rejected inmate(s).

6. The City of Logan agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner, at any off-site medical facility, including doctor's fees, hospital charges, and prescription costs. Contacts within-house medical staff, internal physician consultations/visits, will be covered under the agreed housing costs and no additional fees will apply.
7. The Logan Police Department shall transport and provide security any time a prisoner must leave the Fairfield County Jail for any reason, unless a court orders that no transportation or security is needed. If the Fairfield Sheriff, via his deputies, transports a prisoner to and from the Fairfield County Jail under this Agreement, he shall submit the mileage to the Logan Police Department for reimbursement as permitted under R.C. 341.23(C).
8. The Logan Police Department shall bear the expense of the burial of a prisoner who dies in the Fairfield County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received by the Fairfield Sheriff as a prisoner in the Fairfield County Jail.
10. The City of Logan and Logan Police Department agree that during the contract term, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of Fairfield County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
11. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, the Logan Police Department specifically agrees to furnish to the Fairfield Sheriff, through the Fairfield County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Fairfield County Jail, the Logan Police Department shall update the information as any change becomes known. The Fairfield Sheriff agrees that the Fairfield County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the Fairfield Sheriff, via his jail staff. In situations where no working telephone number is provided, the Logan Police Department shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by

the Fairfield Jail when such notification has been given to the victim and/or protected persons and shall furnish the date and time of day said notification has been made. The Logan Police Department acknowledges that failure to comply with these notifications terms will result in the refusal by the Fairfield Sheriff to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

12. This Agreement may be terminated by either party during its term for any reason by giving the other party a minimum of thirty (30) days written notice.
13. This Agreement shall be effective January 1, 2023 to December 31, 2023, with the option to renew for an additional specified term(s), upon mutual agreement of all of the parties.

Any alteration of contract shall result in the contract being null and void.

The parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

Steve Davis

Date

Jeff Fix

Date

Dave Levacy

Date

FAIRFIELD COUNTY SHERIFF

Alex Lape
Alex Lape, Sheriff

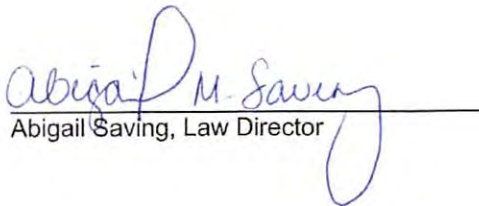
1-27-2023
Date

CITY OF LOGAN



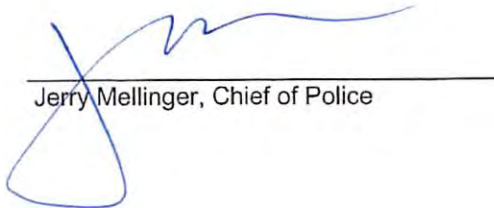
Bruce Walker, Service Director

1/26/23
Date



Abigail Saving, Law Director

1/26/23
Date



Jerry Mellinger, Chief of Police

1/26/23
Date

APPROVED AS TO FORM

R.Kyle Witt, Fairfield County Prosecutor

Date

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail.

(Fairfield County Sheriff)

Approved as to form on 1/27/2023 10:32:14 AM by Amy Brown-Thompson,



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

Resolution No. 2023-01.31.s

A resolution authorizing the approval of a contract with the Fairfield County Board of Commissioners (Fairfield BCC), the Fairfield County Sheriff's Office (Fairfield Sheriff) and the City of Logan and the Logan Police Department for housing prisoners in the Fairfield County Jail.

(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 enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio
[Soil & Water]

WHEREAS, the Fairfield County Board of Commissioners pursued funding in the Fall of 2022 to acquire agricultural easements in 2023 with the State of Ohio through the Ohio Department of Agriculture Clean Ohio Local Agricultural Easement Purchase Program; and

WHEREAS, the Fairfield County Board of Commissioners desire to continue to support the protection of prime agricultural soils and other natural resources in accordance with the 2018 Land Use Plan and 2022 Fairfield Growing Agricultural Economic Development Plan; and

WHEREAS, the County must enter a Cooperative Agreement as local sponsor for the current 2023 funding round and the Board of Commissioners must sign the application for a funding allocation distribution.

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

Section 1. That the Board of Fairfield County Commissioners sign the 2023 Clean Ohio Local Agricultural Easement Purchase Program funding round Cooperative Agreement.

Prepared by: Jonathan Ferbrache

.2023 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)
COOPERATIVE AGREEMENT BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE
AND
FAIRFIELD COUNTY BOARD OF COMMISSIONERS

This Cooperative Agreement (hereinafter “Agreement”), effective as of this _____ day of _____ 2023 by and between the **State of Ohio, Department of Agriculture**, located at 8995 East Main Street, Reynoldsburg, Ohio 43068, (“ODA”) and **FAIRFIELD COUNTY BOARD OF COMMISSIONERS** located at 210 East Main Street, Lancaster, OH 43130 (“**Local Sponsor**”) (hereinafter collectively “**Parties**”), for the implementation of Local Agricultural Easement Purchase Program (“LAEPP”) as authorized under Ohio Revised Code (“ORC”) § 901.21, et. seq.

RECITALS

ORC § 901.21 authorizes the Director of Agriculture to utilize funding received from the Clean Ohio fund to purchase agricultural easements, in conjunction with eligible governmental and non-profit entities, for the purpose of protecting the agricultural uses of eligible land by limiting the non-agricultural uses of the land. To be eligible, the farm land must meet the criteria and further the purposes as provided in ORC § 901.22 and Ohio Administrative Code (“OAC”) § 901-2-01, et seq.

WHEREAS, as the context may require, the singular may be read as the plural and the plural as the singular;

WHEREAS, the Local Sponsor and ODA have mutual interests in maintaining land in agricultural production and preventing the conversion of agricultural lands to non-agricultural uses;

WHEREAS, ODA administers the LAEPP through its Office of Farmland Preservation;

WHEREAS, Local Sponsor administers a farmland protection program, is a certified local sponsor as defined in OAC § 901-2-07 for LAEPP, and has opportunities to acquire agricultural easements from landowners within the County of **Fairfield** in the State of Ohio; and

WHEREAS, ODA and Local Sponsor have agreed to combine their resources to assure that such areas are protected from conversion to nonagricultural uses.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

ARTICLE I: BENEFITS

The funding allocated to the Local Sponsor by ODA in this Agreement will be used for the protection of Ohio farm lands against conversion to non-agricultural use.

ARTICLE II: SCOPE OF WORK

- 2.1 The Local Sponsor shall be responsible for the duties and obligations set forth in “Exhibit A – Scope of Work,” attached hereto and incorporated herein by reference, in connection to the use of ODA funds as identified in Article IV of this Agreement. These funds are for the acquisition of agricultural easements on real estate (“Property”) described in the attached “Exhibit B – Property/Funds,” attached hereto and incorporated herein by reference.
- 2.2 Exhibit B shall be amended from time to time as Properties are selected in accordance with Exhibit A. For the purposes of this Agreement, “agricultural easement” shall be defined as provided in ORC § 901.21, et seq. Local Sponsor hereby represents and warrants that it will comply with all applicable federal and state laws, specifically including but not limited to OAC § 901-2-01, et seq. in performing its described obligations herein.
- 2.3 Local Sponsor warrants that it has the necessary background, education, training, and skills to provide ODA with the essential services required to carry out the Scope of Work included as Exhibit A herein. Local Sponsor further warrants that he/she will provide satisfactory efforts in the performance of the same. Satisfactory performance of work pursuant to these standards shall be determined in ODA’s sole discretion. There will be no breach of this covenant if Local Sponsor is prevented from maintaining this standard by causes wholly beyond its control and without any default on its part.
- 2.4 All deeds will be drafted by ODA. Local Sponsor shall ensure that no changes are made to the deed at closing without the express knowledge and the prior written permission of ODA.
- 2.5 The agricultural easement closing (“Closing”) in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2023. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.

- 2.6 ODA may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Local Sponsor concerning the performance of the work described in this Agreement; including but not limited to, the performance of Closing Instructions. An example of which is provided in “Exhibit C – ODA Closing Instructions,” which is attached hereto and incorporated herein by reference. Upon such notice and within a reasonable time, the Local Sponsor shall comply with such instructions and fulfill such requests to the satisfaction of ODA. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.
- 2.7 The Local Sponsor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. ODA retains the right to ensure that the work of the Local Sponsor is in conformity with the terms and conditions of the Agreement. Local Sponsor is to accept direction only from ODA in the performance of work contained in this Agreement and set forth in Exhibit A, Exhibit C, or other specialized instructions provided during the course of this agreement, unless explicitly stated otherwise in writing by ODA.
- 2.8 Nothing in this Agreement obligates ODA to complete the acquisition of an agricultural easement. There may be problems or issues which in the sole opinion of ODA require modifications, additions, or deletions to Exhibit B depending on the ability to obtain good and clear title and local input regarding the implementation of an agricultural easement. Additions to Exhibit B must have the written pre-approval from ODA. The additions and deletions must be made by a formal written amendment to this Agreement and must contain the same deadlines for closing for the acquisition of the agricultural easements and the request for payment.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2023. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.
- 3.2 This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor’s Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2023, unless renewed as provided for herein.

- 3.3 As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2023. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein.
- 3.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC § 127.16.

ARTICLE IV: ODA'S OBLIGATION TO FUND

- 4.1 Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of **\$187,198.00 (One Hundred Eighty-Seven Thousand One Hundred Ninety-Eight Dollars and 00/100 Dollars)** for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to Exhibit B.
- 4.2 ODA's contribution for the acquisition of each agricultural easement to be acquired by the Local Sponsor shall be up to but not more than seventy-five percent (75%) of the appraised value, as determined by ORC § 901.22 and OAC § 901-2-09, of the subject agricultural easement as provided in the Landowner Program Application.
- 4.3 If agricultural easements for all properties listed on Exhibit B are not closed, or payment for the agricultural easement is not requested by the mutually agreed closing date as provided in Exhibit A and previously stated herein, any remaining funds may be released from this obligation unless a written request to extend the closing or payment date is sent to ODA 30 days or less before such date, and approved in writing by ODA.

ARTICLE V: LOCAL SPONSOR CONTRIBUTION AND RESPONSIBILITIES

- 5.1 Local Sponsor must disburse one hundred percent (100%) of the payment, minus any cost or expense permitted by OAC § 901-2 *et seq*, representing the agricultural easement purchase price, to the landowner at the time of Closing, as that term is hereinafter defined. Local Sponsor shall pay all costs of the agricultural easement procurement and will operate and manage each agricultural easement in accordance with the Local Sponsor's program, this Agreement, and any relevant federal or state laws, regulations, or codes.
- 5.2 Local Sponsor shall not use ODA funds to acquire an agricultural easement on a property in which an employee or board member of the Local Sponsor, with decision-making

involvement in matters related to easement acquisition and management, or their immediate family or household member, has a property interest. Local Sponsor agrees to generally conduct itself in a manner so as to protect the integrity of agricultural easements which it holds, avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of agricultural easements, and in compliance with Article XVII: Ethics and Article XI: Conflicts of Interest, herein contained.

- 5.3 Local Sponsor agrees that it will not at any time, when the Local Sponsor is named as a Grantee in the agricultural easement, seek to acquire the remaining fee interest in the Property or otherwise enter into a partnership or joint venture wherein a partner has a fee interest in the Property.
- 5.4 When an agricultural easement violation is observed by Local Sponsor or reported to Local Sponsor by ODA, then Local Sponsor shall, after appropriate administrative and appeal rights, enforce the terms and conditions of the agricultural easement. Enforcement shall be pursuant to all available enforcement procedures; including legal and equitable remedies. In the event Local Sponsor should decide to utilize any legal or equitable remedy that involves the filing of a lawsuit, such use shall be subject to the mutual consent of the Parties prior to filing. The Local Sponsor agrees to completely and fully support ODA and work with ODA in the enforcement of this Agreement, the agricultural easement, and any agreement with a Landowner arising out of this Agreement. Failure to do so shall be a breach by the Local Sponsor of this Agreement.
- 5.5 Local Sponsor agrees to include ODA in any public news releases, events, brochures, fact sheets, or any other information distributed to the media (“Media Release”) related to the acquisition of an agricultural easement on the Property listed in Exhibit B and acquired with ODA funds under this Agreement. Local Sponsor agrees to provide any Media Release to ODA for review and comment at least three (3) business days prior to its publication.
- 5.6 Local Sponsor agrees to comply with ODA guidelines and requirements regarding the disclosure of any confidential and/or potentially sensitive information about governmental and landowner issues, and such information shall not be disclosed without the prior written consent of ODA.
- 5.7 If Local Sponsor enters into a Cooperative Agreement with the United States Department of Agriculture – Natural Resources Conservation Service (“USDA-NRCS”) to receive matching funds under its Agricultural Conservation Easement Program – Agricultural Land Easement (“ACEP-ALE”) program, Local Sponsor is responsible for completion of all requested documents and services outlined in Cooperative Agreement with NRCS.

- 5.8 Any ODA funds received by Local Sponsor under this Agreement may not be utilized for reimbursement by Local Sponsor under any federal or state program, including ACEP-ALE.

ARTICLE VI: PAYMENT AND CERTIFICATION OF FUNDS

- 6.1 The Local Sponsor shall notify ODA when the funds for the agricultural easement are to be requested for payment.
- 6.2 Funds shall be paid to Local Sponsor via an escrow agreement as provided in “Exhibit H – Escrow Agreement,” or substantially similar to the same, and approved by ODA with the title company as arranged by Local Sponsor. Local Sponsor shall, upon receipt of the funds from ODA, deposit and endorse over the funds to the title agent pursuant to the escrow agreement. Such escrow agreement shall specifically provide that:
- a. ODA is a third-party beneficiary of the escrow agreement;
 - b. Funds shall be returned to ODA if not disbursed to Landowner within 90 calendar days of the deposit of funds to the title agent unless otherwise agreed in writing by ODA; and
 - c. Any other requirements as specified by ODA.
- 6.3 Local Sponsor shall provide ODA notice of the scheduled Closing not less than 90 calendar days prior to said Closing to ensure timely delivery of the funds.
- 6.4 In the event that funds are requested and placed with the title company in escrow, and that said funds are not disbursed at Closing within 90 calendar days of such deposit, the use of said funds shall be de-obligated and returned to ODA by the title agent unless the title agent has received an amendment to the escrow agreement which consents to holding the funds longer than 90 days.
- 6.5 In the event that any funds sent to the Local Sponsor are not endorsed or otherwise provided to the title agent pursuant to the requirements of this paragraph within 5 days of receipt, such check shall be returned to ODA unless written permission is provided by ODA to continue to hold the check.
- 6.6 Any periods of time longer than 90 calendar days to hold the funds shall require prior written amendment of this Agreement by the parties.

- 6.7 It is understood that ODA's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is terminated as of the date that the funding expires without further obligation to ODA.
- 6.8 ORC 126.30 is applicable to this Agreement and requires payment of interest on overdue payments. The interest charge shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by ORC 5703.47.
- 6.9 This Agreement is subject to ORC 126.07, which provides, in part, that orders under this Agreement shall not be valid and enforceable unless the Director of the Office of Budget Management first certifies that there is a balance in the appropriations not already obligated to pay existing obligations.
- 6.10 Under ORC 5739.02(B)(1) the State of Ohio is exempt from all state and local taxes. Neither the State of Ohio nor ODA agree to pay any taxes.

ARTICLE VII: AGRICULTURAL EASEMENT REQUIREMENTS

- 7.1 The Local Sponsor shall ensure that agricultural easements acquired under this Agreement meet the following requirements:
- a. Run with the land in perpetuity;
 - b. Protect agricultural use and related conservation values by limiting nonagricultural uses of the land and specify prohibited uses along with permitted uses;
 - c. Provide for the administration, management, and enforcement of the agricultural easement by the Local Sponsor or its successors;
 - d. Provide that if this Easement is extinguished, terminated, or condemned, in whole or in part, Landowner shall reimburse ODA for the amount equal to the proportionate share of the fair market value of the Protected Property unencumbered by this Easement as required by ORC § 901.22(A)(2)(b), and which is further specified in the terms of that certain Deed of Agricultural easement; and
 - e. All other provisions as required by ODA.

- 7.2 The form of any deed of agricultural easement used under this Agreement shall be drafted, approved, and provided by ODA. Any revisions or modifications thereto must be approved by ODA in writing prior to the Closing.

ARTICLE VIII: TERMINATION OF LOCAL SPONSOR'S SERVICES

- 8.1 ODA and Local Sponsor may mutually agree, at any time prior to the completion of services by the Local Sponsor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the other Party.
- 8.2 ODA shall be entitled, by written or oral notice, to cancel this Agreement in its entirety or in part, for breach of any of the terms, and to have all other rights against Local Sponsor by reason of the Local Sponsor's breach as provided by law. A breach shall mean, but shall not be restricted to, any one or more of the following events:
- a. Local Sponsor fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the Agreement, signed by ODA;
 - b. Local Sponsor breaches any warranty or fails to perform or comply with any term of this Agreement;
 - c. Local Sponsor makes any general assignment for the benefits of any creditors not previously authorized;
 - d. In ODA's sole opinion, Local Sponsor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
 - e. Local Sponsor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, or reorganization or relief from debtors; or
 - f. Any receiver, trustee or similar official is appointed for Local Sponsor or any of Local Sponsor's property.
- 8.3 Upon notice of suspension or termination, Local Sponsor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary steps to limit disbursements and minimize costs. If requested by ODA, Local Sponsor will furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement. Including, without limitation, results, conclusions resulting therefrom, and any other matters ODA requires.

- 8.4 If the Local Sponsor materially fails to comply with the terms of this Agreement, ODA reserves the right to wholly or partially recapture funds provided hereunder in accordance with applicable regulations.
- 8.5 ODA cannot make commitments in excess of funds authorized by law or made administratively available. If ODA cannot fulfill its obligations under this Agreement because of insufficient funds, this Agreement will automatically terminate with no further obligation by ODA. The Local Sponsor understands and agrees that no action arising out of or related to this Agreement may be brought by the Local Sponsor more than one (1) year after the cause of action accrued, regardless of the form of action.
- 8.6 In the event this Agreement is terminated prior to its completion, Local Sponsor shall deliver to ODA all work products and documents which have been prepared by Local Sponsor in the course of providing services under this Agreement. All such materials shall become and remain the property of ODA, to be used in such manner and for such purpose as ODA may choose.
- 8.7 Local Sponsor agrees to waive any right to, and shall make no claim for, additional compensation against ODA by reason of such suspension or termination.

ARTICLE IX: RELATIONSHIP OF PARTIES

- 9.1 ODA and Local Sponsor agree that Local Sponsor shall be engaged by ODA solely on an independent contractor basis and Local Sponsor shall therefore be responsible for all of its own business expenses. Including, but not limited to, computers, phone service and office space. Local Sponsor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 9.2 While Local Sponsor shall be required to render services described hereunder for ODA during the term of this Agreement, nothing herein shall be construed to imply, by reason of Local Sponsor's engagement hereunder as an independent contractor, that ODA shall have or may exercise any right of control over Local Sponsor with regard to the manner or method of Local Sponsor's performance of services hereunder.
- 9.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

- 9.4 It is fully understood and agreed that the Local Sponsor is an independent contractor and is not an agent, servant or employee of ODA or the State of Ohio.

ARTICLE X: RELATED AGREEMENTS

- 10.1 The work contemplated in this Agreement is to be performed by Local Sponsor, who may subcontract without ODA's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, but which are required for its satisfactory completion. Local Sponsor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by ODA. All work subcontracted shall be at Local Sponsor's expense.
- 10.2 Local Sponsor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind ODA to terms inconsistent with, or at variance from, this Agreement.
- 10.3 Local Sponsor shall furnish to ODA a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE XI: CONFLICTS OF INTEREST

- 11.1 Subject to the terms of paragraph 11.3 below, Local Sponsor shall not acquire, prior to the completion of the terms contained herein, any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of its functions and responsibilities with respect to the terms contained herein.
- 11.2 Subject to the terms of paragraph 11.3 below, should Local Sponsor acquire an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or involuntarily acquires any such incompatible or conflicting personal interest, Local Sponsor shall immediately disclose Local Sponsor's interest to ODA in writing. Thereafter, Local Sponsor shall not participate in any action affecting the terms of this Agreement, unless ODA determines that, in light of the personal interest disclosed, Local Sponsor's participation in any such action would not be contrary to the public interest, the statement of work, or the statutory and regulatory authority of ODA.
- 11.3 As an agency of the State of Ohio, ODA may not contract for services currently being performed for another state agency, so that the State actually pays more than once for the same services. Nor may ODA contract for services with another agency where the other agency's contracts could interfere with or conflict with the terms set forth in this Agreement

or the regulatory authority and power of ODA. Therefore, Local Sponsor asserts that it has not entered into other agreements with another state or public agency for similar work as set forth herein that would negatively impact or interfere with the terms set forth herein or the regulatory power and authority of ODA. Nor shall Local Sponsor enter into similar agreements, without informing ODA in writing of the other agreements.

- 11.4 Charitable organizations shall continue to meet the requirements specified in OAC § 901-2-04 and § 901-2-07.

ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

The work product and its component parts provided by Local Sponsor under this Agreement are considered “work for hire” and shall become the property of the State of Ohio and neither Local Sponsor, nor employees or anyone with whom it subcontracts shall claim or assert any right, title, or other interest in, the work product or any of its component parts. The State, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work product, and Local Sponsor shall not obtain copyright, trademark, service mark, or other proprietary protection for the work product. Local Sponsor shall not include in any work product any matter for which there is proprietary protection, unless the owner and any person, agency, or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such protected matter. If any of the work products is subcontracted, the Local Sponsor shall bind the subcontractor to the terms of this Article.

ARTICLE XIII: RECORD KEEPING

- 13.1 Any payment required under this Agreement shall be for obligations incurred in performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the costs incurred.
- 13.2 All records shall be kept in a manner consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Records shall be maintained for three years after the completion of the Agreement.
- 13.3 Upon ODA’s request, Local Sponsor shall provide reasonable access and a right to examine, during normal business hours, any and all books, documents, and records necessary to ensure or review compliance of this Agreement to ODA.

ARTICLE XIV: CONFIDENTIALITY

- 14.1 Local Sponsor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of ODA, unless disclosure is required pursuant to ORC 149.43. Prior to the release of Public Records (as defined in ORC 149.43) ODA shall be notified of the pending release.
- 14.2 All provisions of this Agreement relating to “confidentiality” shall remain binding upon Local Sponsor in the event of cancellation.

ARTICLE XV: NONDISCRIMINATION OF EMPLOYMENT

Local Sponsor agrees to comply with all applicable federal, state, and local laws in the conduct of the terms herein, including but not limited to ORC 125.111. In the event that any provision of this Agreement conflicts with any law, rule, or regulation, said law, rule or regulation shall prevail.

ARTICLE XVI: ASSIGNMENT

- 16.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Local Sponsor, without the prior written consent of ODA.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

ARTICLE XVII: OHIO ETHICS LAW REQUIRMENTS

- 17.1 Local Sponsor certifies that he/she has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Local Sponsor also certifies that he/she is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC 102.03 and 102.04.
- 17.2 Local Sponsor affirms that, as applicable to Local Sponsor, no party listed in ORC 3517.13(I) and (J) or spouse of such party has made, as an individual, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees within the two previous calendar years.

- 17.3 Local Sponsor certifies that it does not have on its staff, payroll, or otherwise employed for monetary compensation or not, any employee who, within the past twelve months, was a public official or ODA employee or any other board, commission or agency of the State of Ohio who had the ability to make decisions regarding approval, disapproval, recommendation, rendering advice, investigation or otherwise exercised substantial administrative control over matters concerning Local Sponsor at the time of his/her state employment.

ARTICLE XVIII: LIABILITY

- 18.1 Each Party agrees to be responsible for their own liability resulting from the negligence or intentional acts or omissions of its trustees, officers, employees, and agents, including but not limited to patent or copyright infringement, while they are acting within the scope of this Agreement.
- 18.2 Each party to this Agreement shall be responsible for any breach of this Agreement, or negligent acts or omissions arising out of or in connection with this Agreement, or any other agreement entered into as a result of this Agreement, as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
- 18.3 Each party is responsible for paying its own costs and attorney's fees that arise from defending any claims brought under the terms of this Agreement.
- 18.4 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XIX: CONDITIONS AND WARRANTIES

- 19.1 Local Sponsor warrants that it is not listed with the Secretary of State for unfair labor practices, pursuant to ORC 121.23.
- 19.2 Local Sponsor affirmatively represents and warrants to the State that it is not subject to a finding for recovery under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section.
- 19.3 Local Sponsor warrants that he/she has no outstanding final judgments against it by the State, including tax liabilities, and agrees that any payments provided to the Local Sponsor

by the State pursuant to this Agreement may be applied against such liabilities currently owing or incurred in the future.

- 19.4 Local Sponsor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void *ab initio*, and any funds paid by State hereunder shall be immediately repaid to State
- 19.5 Local Sponsor affirmatively represents that it does not and will not boycott any jurisdiction with whom the State can enjoy open trade during the contract period, in accordance with ORC 9.76.

ARTICLE XX: ENTIRE AGREEMENT AND WAIVER

- 20.1 This written Agreement constitutes the entire Agreement between Local Sponsor and ODA, and there are no other agreements between them, either oral or written, which relate to the work to be performed under this Agreement.
- 20.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. No change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement.
- 20.3 No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by both parties to this Agreement. ODA may at its discretion, in event of a breach, notify Local Sponsor of the breach and allow the time specified by ODA to correct the breach.
- 20.4 A waiver by any Party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XXI: NOTICES

- 21.1 All notices, consents, requests, and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision. Electronic or facsimile notices are permitted when reasonable and upon approval by ODA.

- 1) In case of ODA to:

**Jody Bowen
Ohio Department of Agriculture
Office of Farmland Preservation
8995 East Main Street
Reynoldsburg, Ohio 43068**

- 2) In case of the Local Sponsor to:

**Jonathan Ferbrache
Fairfield County Board of Commissioners c/o
Fairfield Soil and Water and Conservation District
831 College Avenue, Suite B
Lancaster, Ohio 43130**

- 21.2 Any and all notices and other documents and communications required to be given pursuant to this Agreement shall be deemed duly given: (a) upon actual delivery, if delivery is by hand or courier service; (b) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic means; or (c) upon the third day following delivery into the U.S. mail if delivery is by regular U.S. mail. Each such notice shall be sent to the respective party at the address indicated first above or at any other address as the respective party may designate by notice delivered pursuant hereto.

ARTICLE XXII: CONSTRUCTION, APPLICABLE LAW, AND HEADINGS

- 22.1 Under ORC Chapter 2743 the State of Ohio has waived its immunity from liability and consented to be sued and have its liability determined in its Court of Claims in accordance with the same rules of law applicable to suits between private parties, except to the extent the determination of the State of Ohio's liability is subject to limitations set forth in ORC Chapter 2743.
- 22.2 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- 22.3 This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect.
- 22.4 All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and both parties irrevocably waive any

objections to convenience of forum. In the event that this Agreement should become subject to the jurisdiction of the Court of Claims, the parties agree that such jurisdiction shall be binding and take precedence over any other forum selection clauses of this Agreement.

22.5 Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.

22.6 The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

ARTICLE XXIII: DEBARMENT

Local Sponsor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or ORC 25.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Local Sponsor shall immediately repay to ODA any funds paid under this Agreement.

ARTICLE XXIV: ANTITRUST ASSIGNMENT

Local Sponsor agrees to assign to ODA all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXV: EXCUSE OF PERFORMANCE

25.1 The performance of this Agreement, except for the payments of money for services already rendered, may be suspended by either Party for cause or causes beyond the reasonable control of such Party.

25.2 Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unforeseeable or unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws, regulations, requirements, orders or actions; unforeseeable or preventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; unforeseeable or unpreventable labor trouble, strike, lockout or injunction, provided that neither Party shall be required to settle or prevent a labor dispute against its own best judgment.

ARTICLE XXVI: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

ARTICLE XXVII: DRUG FREE WORKPLACE

Local Sponsor agrees to comply with all applicable state and federal laws regarding drug-free and smoke-free workplace requirements and shall make good faith effort to ensure that all its employees will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way and will not violate Ohio Liquor Law or any other state or federal law regarding the sale, transfer, or consumption of alcoholic beverages

ARTICLE XXVIII: EXECUTION

This Agreement is not binding upon ODA unless executed in full.

[THIS PORTION IS INTENTIONALLY LEFT BLANK]

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

IN WITNESS WHEREOF, to show their agreement hereto, the parties have hereunto set their hands and affixed their signatures.

LOCAL SPONSOR

Date:

By:

(signature)

(print name)

(print title)

Fairfield County Board of Commissioners
210 East Main Street
Lancaster, OH 43130

OHIO DEPARTMENT OF AGRICULTURE

Date:

Signed on
behalf of

By:

Director

Approved:

Date:

By:

Natalie N. Hylton

Deputy Legal Counsel

This instrument was prepared by:

Ohio Department of Agriculture
8995 East Main Street
Reynoldsburg, OH 43068-3342

EXHIBIT A
SCOPE OF WORK

- A. Selection of Landowners Eligible for Purchase: The Local Sponsor shall perform all necessary legal and administrative actions to ensure the proper acquisition of and recordation of valid agricultural easements. The Local Sponsor shall follow the appropriate phases for the determination of eligible landowners and their properties for purchase as outlined in Ohio Administrative Code (“OAC”) § 901-2-06, within the following timeline:
1. In the event Local Sponsor opts to provide its own requirements for points in the “Other Factors” Section of the ODA online landowner application, Local Sponsor shall follow the Instructions for Preparing LAEPP Localized Questions and submit required information for approval no later than fourteen (14) days before the opening of the online landowner application.
 2. Pursuant to OAC § 901-2-04, online applications from potential landowners may be solicited and accepted beginning on January 18, 2023. All applications must be submitted electronically to ODA by April 18, 2023. All original applications must subsequently be sent to ODA by May 2, 2023.
 3. Local Sponsor shall review and rank each received application based on the farmland ranking system as previously approved by ODA and further specified in OAC § 901-2-05.
 4. Local Sponsor shall submit the hardcopy applications of the farms selected for easement purchase and any alternate applications no later than **May 2, 2023** (hereinafter known as the “Application Submission Deadline”). Local Sponsor shall also provide a summary of all electronically-submitted applications received and ranked to ODA in the same form as the example provided in “Exhibit D – Summary of Applications Received.”
 5. Within **ninety (90) days of the Application Submission Deadline** and after receiving notice of approval by ODA of the landowner applications selected for funding, Local Sponsor shall notify selected landowners of their acceptance into the program, and shall send the Notice of Selection created on their organization’s letterhead to the Landowner. An example of the Notice of Selection is provided in “Exhibit E – Notice of Selection” to the Cooperative Agreement. Local Sponsor shall provide the **original** Signed Notice of Selection to ODA no later than within one hundred twenty (120) days of the Application Submission Deadline. After receipt of the executed Notice of Selection by the Landowner, ODA shall provide an Amended “Exhibit B – Property/Funds” with the Properties identified for Local Sponsor’s execution.
 6. Local Sponsor shall complete all required due diligence and remaining steps in this Agreement to complete purchase of the selected Property pursuant to Section 2.5 of this Cooperative Agreement unless otherwise agreed in writing by ODA.
 7. Local Sponsor shall obtain the following documents for each selected Property at the landowner’s expense as provided in Sections B – O of this “Exhibit A – Scope of Work:”
 - a. **Ninety (90)** year title search and commitment shall be provided to ODA within one hundred and eighty (180) days of the Application Submission Deadline;
 - b. Property survey and appraisal if requested by ODA; and

EXHIBIT A
SCOPE OF WORK
(continued)

- c. Subordination of all mortgages, leases, liens, restrictions or legal or equitable interests present on the title of the Property unless otherwise exempted by ODA as outlined in the ODA Closing Instructions in a form similar as provided in the example in “Exhibit C – ODA Closing Instructions.”
 - d. Present Condition Report (PCR) using a template provided by ODA as specified in OAC § 901-2-08.
- 8. Local Sponsor shall complete the following after supplying documents in the previous paragraph of this Exhibit A:
 - a. Local Sponsor shall request ODA to send the Purchase Agreement prepared by ODA to the Landowner. Landowner must return a signed Purchase Agreement to Local Sponsor and/or ODA within thirty (30) calendar days of postmark. Local Sponsor must request and provide a signed Purchase Agreement at least ninety (90) days prior to the date the deed of easement is scheduled to be executed and funds exchanged (“Closing”).
 - b. Local Sponsor shall provide an original signed escrow agreement which complies with Section 6 of the Cooperative Agreement and closing protection coverage no later than forty-five (45) days prior to Closing.
 - c. Local Sponsor shall forward all preliminary Closing documents for review and final closing approval to ODA after receipt of the Purchase Agreement for final review of clear title and any further actions to ensure clear title to the Property at least thirty (30) days prior to Closing. Upon receipt of the documents and approval by ODA, ODA shall forward to the Local Sponsor the Deed of Agricultural Easement and final ODA Closing Instructions for use at Closing.
- B. Title Search: The Local Sponsor shall select a title agency in good standing with the Ohio Secretary of State. The title agency must be able to conduct the title search, prepare the title commitment, issue owner’s policy, provide escrow services and facilitate closing and recordation. The Local Sponsor shall provide their title agent with ODA’s Title Review Checklist, attached hereto as “Exhibit I – Title Review Checklist.” The title agency shall provide a title search of the public records concerning the titles to the parcels of such real estate as delineated in the Property attached hereto as Exhibit B. The Local Sponsor shall submit a written report (also known as the title commitment), as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years. The search shall be provided in a commitment for the owner’s title policy of insurance, which should include at a minimum the following:
 - 1. The name, address, and marital status of record holder or holders of title.
 - 2. The name, address of spouse, if any, a record holder or holders of title.
 - 3. List of the combined actual total acreage for the entire interest in land being acquired in the Deed of Easement.

EXHIBIT A
SCOPE OF WORK
(continued)

4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate, such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
 5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
 6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
 7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
 8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
 9. Attach a complete copy of **all recorded deeds and encumbrances** of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for ODA purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by ODA easement.
 10. The Local Sponsor shall provide to ODA a copy of the **title commitment, all source documentation** (including documentation of conveyances for a period of **90 years**), and any other requested documentation related to title within one hundred eighty (180) days after the Application Submission Deadline so the legal office may review the title commitment and issue a title opinion for ODA prior to closing. ODA will then issue preliminary Closing Instructions to the Local Sponsor.
 11. Local Sponsor shall secure recording services surrounding the agricultural easement acquisition in the most cost-effective manner on behalf of ODA subject to the pre-approval of ODA, and provide an update of title on the parcels immediately prior to recordation.
 12. The Local Sponsor shall secure closing protection coverage as well as an owner's policy of title insurance on the parcels delineated in Exhibit B, naming the Director of ODA as the sole owner insured. Evidence of closing protection coverage shall be provided no later than forty-five (45) days prior to Closing.
- C. Purchase Agreement: After obtaining all the documents in Paragraph 7 of Section A of this Exhibit A, Local Sponsor shall request ODA send the Purchase Agreement prepared by ODA to the Landowner. Such Purchase Agreement shall substantially follow the example provided in "Exhibit F – Purchase Agreement." In order to participate in the program, Landowner must return a signed Purchase Agreement to Local Sponsor and/or ODA within thirty (30) calendar days of postmark. Local Sponsor must request and provide a signed Purchase Agreement at least ninety (90) days prior to the date the deed of easement is scheduled to be executed and funds exchanged ("Closing") or the Closing shall be rescheduled by the Local Sponsor.

EXHIBIT A
SCOPE OF WORK
(continued)

- D. Appraisal: If required by the Director, ODA may direct the Local Sponsor to obtain a comparable land appraisal at Landowner's expense by a certified general appraiser. The appraiser must be selected by following the Ohio Administrative Code ("OAC") Chapter 901-2 and Ohio Revised Code ("ORC") Chapter 4763.
Additionally, if the Local Sponsor requests and receives a Points Based Appraisal Exception, they must follow the Points Based Appraisal Exception Policy & Guidelines for the Local Agricultural Easement Purchase Program ("LAEPP") 2023 and other steps deemed necessary by ODA to obtain the appraisal.
- E. Preparation for Closing: Local Sponsor shall forward all preliminary Closing documents for review and final closing approval to ODA after receipt of the Purchase Agreement for final review of clear title and any further actions to ensure clear title to the Property at least thirty (30) days prior to Closing. Upon receipt of the documents and approval by ODA, ODA shall forward to the Local Sponsor the Deed of Agricultural Easement and final ODA Closing Instructions for use at Closing. No changes may be made to the Deed of Agricultural Easement without the express consent of ODA in writing.
- F. Date and Place of Closing: The parties shall mutually agree to a closing date, but in no event later than June 30, 2023 unless otherwise agreed in writing by ODA.
- G. Settlement or Closing Statement: A settlement or closing statement reflecting the amount to be paid for the agricultural easement, as well as any costs and expenses as incurred by the parties, which complies with Section 5 of this Cooperative Agreement, shall be submitted to ODA prior to Closing, and signed by the Ohio Department of Agriculture, the Local Sponsor, the Landowner, and the title agent.
- H. Persons Required at Closing Conference: The following persons must attend the closing conference, if possible: Landowner(s) and a representative of the Local Sponsor. At ODA's discretion, a representative from the Office of Farmland Preservation may attend the closing conference.
- I. Local Sponsor to Hold Easement and All Documents Relating to Title: Local Sponsor, through the services of a title agency in good standing, shall have all of the necessary documents relating to title in Property and the granting of the agricultural easement executed, which include but are not limited to the Notice of Selection, Purchase Agreement, Agricultural Easement Deed, Commitment/binder, Owner's Title Insurance Policy/ies naming ODA, Closing Coverage Policy/ies, Subordination Agreement(s), if applicable; and Title Commitment, Title Insurance, Recording, Appraisal Invoices. The Local Sponsor shall perform all necessary legal and administrative actions to ensure proper closing and recordation of a valid agricultural easement which is in accordance with LAEPP Policies and Guidelines and this Agreement. The LAEPP Policies and Guidelines are attached hereto as "Exhibit G – LAEPP Policies and Guidelines" and are incorporated herein, and are subject to revision at any time in the sole discretion of ODA. Local Sponsor shall determine if all documents include the proper designation of ODA's name and manner of holding the agricultural easement on the Property. Further, the Local Sponsor shall ensure that the agricultural easement acquired under this Agreement (i) runs with the land in perpetuity or the maximum allowable under State law; (ii) protects agricultural use and related conservation values by limiting nonagricultural uses of the land; (iii) provides for the

EXHIBIT A
SCOPE OF WORK
(continued)

administration, management, and enforcement of the agricultural easement by the Local Sponsor; (iv) requires implementation of a conservation plan; (v) includes the appropriate right of enforcement and general indemnification provisions for the benefit of ODA; and (vi) include the appropriate environmental warranty, permitted uses and prohibited uses for the Property as provided in the LAEPP Policies and Guidelines as available from ODA's Office of Farmland Preservation.

- J. Treatment of Existing Liens and Mortgages: On the date of Closing, the Property shall be free of any liens or mortgages which encumber the Property, or such liens and mortgages have been subordinated to the agricultural easement interest of ODA as required by OAC § 901-2-02(A)(4) or which ODA deems could affect the intent of the easement. Landowner and/or Local Sponsor shall be held responsible for obtaining and recording all such subordinations, lien releases and/or mortgage releases and provide such releases and/or subordinations to ODA prior to the Closing.
- K. Conditions of Title: Landowner must have good and marketable title to the Property with an unbroken chain of title of record for at least ninety years prior to the date the title search was conducted. For the purposes of this Agreement, a "good and marketable title" shall be defined as a title that is free and clear of all liens, easements, restrictions, and encumbrances other than current taxes due. In addition, Landowner's title must not be subject to any interests other than those interests specifically described in the title search or Landowners application. If the title is encumbered by outstanding or reserved interests, the Local Sponsor shall ensure that any outstanding interests are subordinated to the agricultural easement or that any exceptions from this subordination requirement are approved by ODA, and are consistent with the purposes of the LAEPP.
- L. Conservation Plan: The Grantor, the Grantor's heirs, successors and assigns, shall conduct all farming operations in accord with applicable federal and state laws and using best management practices approved by the US Department of Agriculture, Natural Resources Conservation Service, Soil and Water Conservation District or another qualified professional approved by the Grantee. Prior to payment at Closing, the Local Sponsor shall ensure that each Property on which an agricultural easement will be acquired has a conservation plan prepared or approved by the Natural Resources Conservation Service or Soil and Water Conservation District to maintain the agricultural productivity of the farm for this and future generations.
- M. Local Sponsor to Record Easement, Subordination, and Other Documents: If all conditions of title are met, including update of title on the parcels immediately prior to recordation, the Local Sponsor shall record the agricultural easement and if applicable, any other executed documents, releases and agreements which must be recorded (including but not limited to: subordinations, trust agreements, etc.) in the office of the recorder of the county in which the property is located. Local Sponsor shall ensure that cross references to existing Deed(s) for the property are included on recorded documents.
- N. Disbursement of Funds: After recordation of the Easement and upon determination by Local Sponsor, through the services of a title agency in good standing, and in good faith that all instructions and conditions specified in the final ODA Closing Instructions and escrow agreement have been satisfied, title agent shall pay all costs as itemized in ODA's signed Settlement Statement out of the funds held in the escrow account. Once all other costs are paid, from the terms and requirements of the signed escrow agreement, the remainder of the funds held in the escrow account shall then be disbursed to the landowner entitled to payment.

EXHIBIT A
SCOPE OF WORK
(continued)

- O. Notification of Closing: Local Sponsor shall notify ODA within three business days of Closing that the Closing has occurred.
- P. Original Documents to ODA: After the Closing, as soon as possible, but in any event no later than 90 days after the Closing, Local Sponsor shall present ODA with the original copy of the Deed of Easement and, if applicable, any other executed agreements to be recorded in the county recorder's office (including but not limited to: subordinations, trust agreements, etc.). Local Sponsor shall also present ODA with the title insurance policy and any other documents requested on the Closing Instructions.
- Q. Monitoring: The Local Sponsor shall monitor the use and management of the Property covered by the agricultural easement on an annual basis to ensure that the Property is being managed and used according to the provisions in the agricultural easement agreement entered into by the Local Sponsor and the landowner. An annual report of the status of the acquired Agricultural Easements shall be submitted annually by the Local Sponsor. ODA will define the format of this report and provide any revisions or changes to the report format annually to Local Sponsor.

EXHIBIT B
PROPERTY / FUNDS
(TEMPLATE - Prepared by ODA)

Farm ID: Farm ID from Landowner Application

Owner: Landowner Name

Main Contact Information: Primary Contact Name
Primary Contact Mailing Address

Property Location: Property Location

County: County Name of Easement

Township: Township Name of Easement

Parcel Number - Acres: Parcel ID – Acres ac

ODA Contribution: \$###,###

EXHIBIT C
SAMPLE ODA CLOSING INSTRUCTIONS
(Prepared by ODA)

CLOSING INSTRUCTIONS
(FINAL)

Date

Local Sponsor Name

Local Sponsor Address

Local Sponsor City, State, Zip

Dear Local Sponsor:

Thank you for agreeing to provide services to the Ohio Department of Agriculture (ODA) for the purchase of an agricultural easement on the **Farm Name** farm under the 20XX Clean Ohio Local Agricultural Easement Purchase Program (LAEPP). ODA agrees to co-hold an Agricultural Easement on this property once the following steps have been taken and Local Sponsor shall ensure that all of the following has occurred:

- (1) **Any modification of the attached closing documents prior to recordation without prior written approval of ODA is expressly prohibited.**
- (2) Closing agent has deposited ODA's purchase funds (\$XXX,XXX.00, sent separately to closing agent on _____) as described in the enclosed Escrow Agreement naming the Ohio Department of Agriculture as a third-party beneficiary. Per Escrow Agreement, within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice (email is acceptable) to the Local Sponsor and ODA confirming the deposit.
- (3) At least three (3) days prior to closing, closing agent shall deduct landowner's title expenses from the landowner's check and provide to ODA for approval and signature a Settlement Statement (HUD-1) detailing ODA's expenses. Costs expected to be deducted on ODA's Settlement Statement include:
 - a. Title search
 - b. ODA's title commitment/binder and updates to ODA's title commitment
 - c. Title agent's Settlement or Closing fee
 - d. Recording costs for Deed of Agricultural Easement (**costs for both counties**) and approved curative documents (i.e. subordination agreements, Consents to Easement, Affidavits, etc.)
 - e. ODA's closing protection coverage
 - f. ODA's Owner's Policy for Title Insurance
 - g. Other items only with written approval of ODA
- (4) You have confirmed the present condition of the Agricultural Easement property. Prior to the Closing Conference, Local Sponsors should contact the landowner(s) to ensure there have been no changes to the condition of the property that would impact the Present Condition Report (Exhibit B to the Deed of Agricultural Easement). Local Sponsor should also confirm with the landowner that there have been no changes that would affect the title of the property (new mortgages, ownership changes, etc.).

EXHIBIT C
SAMPLE ODA CLOSING INSTRUCTIONS
(continued)

- (5) (if applicable) Local Sponsor shall execute a revised Escrow Agreement between Local Sponsor, closing agent, and landowner now that we are in a new biennium (2017-2019). Original, executed Escrow Agreement must be returned to ODA after closing.
- (6) (if applicable) During the closing conference, have the landowners execute the enclosed revised Purchase Agreement for Easement. This revised document corrects the total purchase price of the Agricultural Easement.
- (7) (if applicable) Local Sponsor shall execute revised Corporate Resolution enclosed. Return the original to ODA.

Note: Before recording any of the documents outlined below, read Closing Instructions Attachment A – Procedures for completing recordation and preparing ODA’s final title policy.

- (8) Ensure no new encumbrances will be recorded against the property according to ODA’s Title Commitment **Title Number** issued by **Company** Title Insurance Company after the effective date of **Effective Date**. Conduct a title update immediately prior to recording the easement. If any new encumbrances have been recorded against the property since the date of the above referenced title commitment/binder, notify ODA immediately and do not proceed until instructions are provided.
- (9) You have recorded the necessary deed of ownership to make the landowner’s survey “of record” prior to recording the Deed of Agricultural Easement.
 - a. Deed of Agricultural Easement (page 2) contains a blank line for Vol/Page reference to the new source of title.
- (10) You have properly executed and duly recorded the Deed of Agricultural Easement with an Exhibit A describing the easement area, Exhibit A-1 containing a description of the route of ingress and egress, Exhibit A-2 containing the map of the easement area, Exhibit B containing the “Baseline Documentation” aka Present Condition Report, and Exhibit C describing existing easements and rights-of-way.
 - a. **This is a multi-county property. Recording of the Deed is required in both _____ and _____ counties.**
 - b. Ensure the proper signatory authority documentation has been provided for anyone signing the Deed of Agricultural Easement.
 - i. **A copy of the most recent Memorandum of Trust for the landowners is included for reference.**
 - c. Local Sponsor shall ensure that cross references to the Deed of Agricultural Easement are included on recorded documents (example enclosed).
 - d. Purchase funds not to be disbursed to the landowner until the final title update has been performed and the Deed of Agricultural Easement filed of record.
 - e. **ODA’s purchase funds are not to be disbursed until all contributions are also in escrow (Local Sponsor/NRCS).**
- (11) (if applicable) You have recorded the subordination agreement (copy enclosed) approved by ODA.
- (12) (if applicable) You have recorded the Renter Consent to Easement (copy enclosed) approved by ODA.
- (13) (if applicable) You have recorded the Affidavit for uninstalled utilities (enclosed).
- (14) (if applicable) You have recorded the Affidavit for expired Oil and Gas Leases (enclosed).
- (15) (if applicable) You have recorded the Partnership Agreement enclosed. Return the original to ODA.
- (16) (if applicable) You have recorded the two (2) Memorandums of Trust. Have title agent ensure that the Memorandums as written correspond with the titling of the Grantor information on the first page of the Deed of Agricultural Easement.

EXHIBIT C
SAMPLE ODA CLOSING INSTRUCTIONS
(continued)

- (17) You have obtained the landowner's signature on the **Conservation Plan** (correspondence enclosed)
- (18) You have secured an Owner's Policy for Title Insurance as the insured to be Ohio Department of Agriculture in the amount of [**\$XXX,XXX.00**].
- a. The date of the policy must match the recorded date and time from the county recorder's office that the Deed of Agricultural Easement was filed for public record.
 - b. The estate or interest in the land that is covered by the policy must be Easement Interest.
 - c. The title vested in the interest being acquired by ODA should be as stated on the first page of the Deed of Agricultural Easement.
 - d. **The Owner's Policy cannot contain an arbitration clause. The State of Ohio cannot agree to this clause.**
- (19) The description of the easement area must be the same on the Agricultural Easement Deed, Commitment for Title Insurance, and Title Insurance Policy.
- (20) Section 1 of Schedule B of said commitment "Requirements" shall be adhered to and executed as stated.
- a. Requirement 2: A copy of the Memorandum of Trust for the Bruce E. Flora Trust is included with this escrow package.
- (21) Schedule B Section 2 of the Owner's Policy for Title Insurance will reflect that the following "Exceptions" have been deleted or revised: **1, 2, 4, 5, 7, 8**.
- a. Notify ODA immediately if these exceptions cannot be deleted from the final title policy.
 - b. The above-mentioned exceptions **1-2, 4-5** should be deleted after the landowner completes an Owners/Sellers Affidavit at closing. Please provide ODA with a copy of the owners/sellers affidavit after closing.
 - c. The above-mentioned exception **7** can be deleted since ODA is purchasing an owner's policy and not a loan policy.
 - d. **The above-mentioned exception 8 cannot appear on ODA's final title policy as written. If unable to be removed, acceptable edits would be:**

"Coal, oil, natural gas, or other mineral interests and all rights that were previously conveyed, transferred, leased, excepted, or reserved prior to (INSERT TITLE SEARCH PERIOD START DATE (i.e. November 11, 1911)) and any interest subsequent to the date of the policy;" or

"Coal, oil, natural gas, or other mineral interests and all rights that were previously conveyed, transferred, leased, excepted, or reserved prior to the period of search performed under the aforementioned commitment and any interest subsequent to the date of the policy."
- (22) Schedule B Section 2 of the Owner's Policy for Title Insurance will reflect that the following "Exceptions" have been subordinated or released: **10**.
- a. Per enclosed document prepared by title agent, proceeds from the agricultural easement purchase are being used to pay off the existing mortgage. If there are any deviations from the approved procedures, notify ODA immediately.
- (23) Schedule B Section 2 of the Owner's Policy for Title Insurance will reflect that the following "Exceptions" have been paid current through the date of closing: **6, 10**.
- (24) The following "Exceptions" are permissible to remain as exceptions in the ODA Owner's Policy for Title Insurance: **3, 9, 11**.

After the Deed and associated documents such as Affidavits and/or Subordination Agreements are recorded in **County Name** County, submit the following to ODA no later than **90** days after

EXHIBIT C
SAMPLE ODA CLOSING INSTRUCTIONS
(continued)

closing/recording:

- Copy of these instructions with signed acknowledgement by Local Sponsor and Closing Agent
- Executed REVISED Escrow Agreement (if applicable)
- Executed REVISED Purchase Agreement (if applicable)
- Executed REVISED Corporate Resolution (if applicable)
- Final title commitment update (occurs immediately prior to recordation of the Deed of Agricultural Easement)
- Owner's Policy for Title Insurance (ODA)
- **Original Recorded Deed of Agricultural Easement**, all curative and/or recorded documents (i.e. Affidavits, Subordination Agreements, Consents to Agricultural Easement, Memorandums of Trust)
- Final executed Settlement Statement (HUD-1)
- Copy of owner's/seller's affidavit (provided by title agent)
- Copy of Local Sponsor's title policy for NRCS Contribution
- Complete copy of NRCS Form 230 with all signatures
- Copy of the ACEP-ALE Plan required by NRCS for ODA's files (send electronically)
- Complete copy of NRCS Closing Instructions for this Agricultural Easement
- Copy of the NRCS appraisal for this agricultural easement, for ODA's files (send electronically)
- Copy of the complete IRS tax appraisal for this agricultural easement, for ODA's files (send electronically)

Please see the attached outline (Attachment B) for items that need to be completed, executed, and or recorded, and returned. If you should have any questions on this process, please do not hesitate to contact us at (614) 728-6238.

Sincerely,

Amanda Y. Bennett
Program Manager

EXHIBIT C
SAMPLE ODA CLOSING INSTRUCTIONS
(continued)

Acknowledgements

Local Sponsor: **Local Sponsor**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Closing Agent: **Closing Agent**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT C
SAMPLE ODA CLOSING INSTRUCTIONS
(continued)

CLOSING INSTRUCTIONS – ATTACHMENT A

Procedures for completing recordation and preparing ODA's final title policy

Dear Local Sponsor and Closing Agent:

Recordation Procedures

This ODA Agricultural Easement Closing package may contain one or more of the documents listed below. If any of these documents are to be recorded for this Agricultural Easement, proceed with recording in the following order:

- (1) Memorandums of Trust or Partnership Agreements**
- (2) Deed of Agricultural Easement**
- (3) Subordination Agreement(s) for mortgage or other lien**
- (4) Affidavits (including but not limited to, Affidavits for Oil and Gas, Affidavits for Uninstalled Utilities, etc.)**
- (5) Consents to Easement (for farm renters)**

Note: Do not proceed with recording any of the above documents until after a final title update has occurred, which is to happen immediately prior to recording the documents listed above.

Final ODA Title Policy

Per ODA's final Closing Instructions, the final title policy insuring ODA's Easement Interest is to list a date and time matching that of the recording date/time stamp for the Deed of Agricultural Easement. Therefore, items recorded in the order above shall appear or not appear in the final title policy as follows:

- 1) Mortgages that were subordinated to the Agricultural Easement should not appear as exceptions on the final title policy. By being subordinated to the Agricultural Easement, they are no longer an exception to our Easement Interest.
- 2) Affidavits should be added to the title policy exception that they pertain to by Volume/Page or Instrument reference. For example, an Affidavit filed at Closing which speaks to specific oil and gas leases should be added to the policy exception for those oil and gas leases.
- 3) Consents to Easement for farm renters should not appear as exceptions to ODA's policy. Since the document subordinates the renter's rights to the Agricultural Easement, they are no longer exceptions to ODA's Easement Interest.
- 4) Finally, the Deed of Agricultural Easement should not appear as an exception on ODA's title policy. The interest being insured is for the Easement itself. If the underwriter requires the Deed to be listed as an exception, it needs to be qualified with language that makes clear that the terms and conditions of the Deed of Ag Easement are excepted from the policy, not the document itself.
- 5) The final title policy shall not contain an arbitration clause. The State of Ohio cannot agree to arbitration clauses.

If you have any questions about any of the above items, contact Amanda Bennett at the Office of Farmland Preservation at (614) 728-6214 or amanda.bennett@agri.ohio.gov.

EXHIBIT C
SAMPLE ODA CLOSING INSTRUCTIONS
(continued)

Closing Instructions Outline – ATTACHMENT B
Landowner Name – Commitment # Number
DATE

All Documents	Document Type	Document Enclosed	Document to be Signed	Document to be Recorded	Document(s) to Return to ODA
Check (ODA contribution) for \$XX,XXX.00	Original	Sent directly to Closing Agent	X (deposited per escrow agreement)		
ODA Closing Instructions (w/ LS and Title Agent Signature)	Original	X	X		X
Most recent ODA title commitment (for reference)	Copy	X			
Escrow Agreement including ODA as third party	Original (Revised) Copy (Initial)	X	X (Original Revised)		X (Original Revised)
Corporate Resolution					
Deed of Agricultural Easement, Ex. A, A-1, A-2, B, C	Original	X	X	X	X (Original)
Subordination Agreement	Original/Copy	X	X	X	X (Original)
Renter's Consent to Easement	Original/Copy	X	X	X	X (Original)
Affidavit	Original/Copy	X	X	X	X (Original)
Memorandum of Trust					
Partnership Agreement					
ODA Purchase Agreement	Copy	X			
Recording Information	Copy	X			
Example of cross references	Copy	X			
Title Update (pre-recording)	Original				X (Original)
Owners Policy of Title Insurance (ALTA) for ODA	Original				X (Original)
Settlement Statement (HUD-1)	Original		X (ODA must sign before closing)		X (Original)
Owner's/Seller's Affidavit	Copy				X (Copy)
Local Sponsor's Policy (for NRCS Contribution)	Copy				X (Copy)

EXHIBIT C
SAMPLE ODA CLOSING INSTRUCTIONS
(continued)

All Documents	Document Type	Document Enclosed	Document to be Signed	Document to be Recorded	Document(s) to Return to ODA
NRCS Form 230	Copy	X (ODA's signed copy)	X		X (Copy)
NRCS ACEP-ALE Plan	Electronic Copy				X (send electronically)
NRCS Closing Instructions	Copy				X (Copy)
NRCS Approved Appraisal	Electronic Copy				X (send electronically)
IRS Tax Appraisal (full)	Electronic Copy				X (send electronically)

NOTE: Document columns with an "X" in the row are applicable to this easement; when the document cell is blank, that document does not apply to that column OR this particular easement.

LS = Local Sponsor

ODA = Ohio Department of Agriculture

EXHIBIT D
SAMPLE SUMMARY OF APPLICATIONS RECEIVED
(Draft Prepared by Local Sponsor - Maintained by ODA)

(Enter Local Sponsor Name Here)
Landowner Application Funding Plan
by Rank

Landowner Payment Plan

Farm ID*	County	Landowner Name	Total Score	% of Donation	Acres	Points-Based Max Purchase Price **	ODA Contribution	Local Sponsor Contribution	Projected ACEP-ALE	Total Planned Payment
103FRH2	Lincoln	Smith	99.99	25%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
11D7EBC	Clay	Jones	88.88	60%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
11TI8NI	Grant	Wilson	77.77	40%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
121NOVQ	Douglas	Abbott	66.66	60%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
12242A6	Johnson	Brown	55.55	60%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###
122NCPN	Polk	Moore	44.44	25%	###.##	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###	\$ ###,###

EXHIBIT E
SAMPLE NOTICE OF SELECTION
(Prepared by Local Sponsor on Local Sponsor Letterhead)

NOTICE
(LAEPP 20 __)

DATE

LANDOWNER FIRST NAME/LAST NAME
LANDOWNER STREET ADDRESS
CITY, STATE ZIP

Dear LANDOWNER:

Congratulations on the selection of your 20__ Clean Ohio Local Agricultural Easement Purchase Program (“LAEPP”) application in this year’s funding round. Your application is now eligible to proceed to Phase 3, in accordance with Ohio Administrative Code (“OAC”) § 901-2-06.

DRAFTING NOTE: For single-contributor (ODA-only) purchases, use OPTION A for the next paragraph. For multi-contributor purchases, use OPTION B or OPTION C as the next paragraph:

OPTION A (ODA-only):

The purchase price of your agricultural easement is expected to be *[TOTAL AG EASEMENT PURCHASE PRICE IN DOLLAR FORMAT ex. \$78,345.00] [(PURCHASE PRICE WRITTEN OUT ex. Seventy-eight thousand three hundred and forty-five 00/100 dollars)]*. This price is based on the acreage stated in your 20__ LAEPP application, which the *[LOCAL SPONSOR]* shows as *[NUMBER OF ACRES]* acres. This price may be adjusted if the subsequent title search and survey (if necessary) show less acreage than what was submitted on your application.

OPTION B (multi-contributor, NRCS as additional contributor):

The purchase price of your agricultural easement is expected to be *[TOTAL AG EASEMENT PURCHASE PRICE IN DOLLAR FORMAT ex. \$78,345.00] [(PURCHASE PRICE WRITTEN OUT ex. Seventy-eight thousand three hundred and forty-five 00/100 dollars)]*. Of these funds \$*[Insert ODA contribution in dollar format, ex. \$26,115.00]* will be awarded from ODA through the LAEPP and the remaining \$*[Insert other contribution in dollar format, ex. \$52,230.00]* will be awarded by the Natural Resources Conservation Service (NRCS)’s Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) program. This price is based on the acreage stated in your 20__ LAEPP application, which the *[LOCAL SPONSOR]* shows as *[NUMBER OF ACRES]* acres. This price may be adjusted if the subsequent title search and survey (if necessary) show less acreage than what was submitted on your application. Additionally, this price may be adjusted based on the Fair Market Value of the Agricultural Easement (FMEV) as determined by the subsequent appraisal required by ACEP.

OPTION C (multi-contributor, non-NRCS):

The purchase price of your agricultural easement is expected to be *[TOTAL AG EASEMENT PURCHASE PRICE IN DOLLAR FORMAT ex. \$78,345.00] [(PURCHASE PRICE WRITTEN OUT ex. Seventy-eight thousand three hundred and forty-five 00/100 dollars)]*. Of these funds \$*[Insert ODA contribution in dollar format, ex. \$26,115.00]* will be awarded from ODA through the LAEPP and the remaining \$*[Insert other contribution (other grant, local sponsor contribution, etc.) in dollar format, ex. \$52,230.00]* will be awarded by the *[ADDITIONAL CONTRIBUTOR]*. This price is based on the acreage stated in your 20__ LAEPP application, which the *[LOCAL SPONSOR]* shows as *[NUMBER OF ACRES]* acres. This price may be adjusted if the subsequent title search and survey (if necessary) show less acreage than what was submitted on your application.

EXHIBIT E
SAMPLE NOTICE OF SELECTION
(continued)

Upon exercise of this NOTICE:

1. *[LANDOWNER]* (“Landowner”) acknowledges that the *[LOCAL SPONSOR]* shall obtain, on the Ohio Department of Agriculture (“ODA”)’s behalf, a title guaranty, attorney’s certificate or title insurance as evidence of the title to be conveyed.
 - a. Costs incurred by *[LOCAL SPONSOR]* for the above items will be reimbursed to *[LOCAL SPONSOR]* through the title insurance company, as escrow agent, at closing by deducting these costs from the Agricultural Easement purchase price.
 - b. *[LOCAL SPONSOR]* will review the previously mentioned documentation for compliance with LAEPP requirements, and if *[LOCAL SPONSOR]* and ODA determines that the documentation is in compliance, Landowner will receive written notice that it has been selected to proceed to Phase 4, which consists of ODA and Landowner signing a Purchase Agreement.
 - c. If, after costs are incurred by *[LOCAL SPONSOR]* for the above items, Landowner becomes ineligible for any reason or withdraws from receiving funding, Landowner shall be held completely responsible and shall reimburse *[LOCAL SPONSOR]* for all such costs.
 - d. ODA may require that the property be surveyed by a duly licensed surveyor at Landowner’s expense, if ODA determines that the boundaries of the easement property are not sufficiently described to enforce the easement or if a survey is required to record the easement.

NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of ODA before payment of the purchase price is permitted.

3. Landowner acknowledges that subdividing of an agricultural easement is prohibited. All parcels that make up the application property will be bound together by one permanent agricultural easement. In the future, if the land under easement is sold or transferred, all parcels must be conveyed as one unit and cannot be sold or transferred separately.
4. Landowner acknowledges that no additional house(s) may be added to the property if homes already exist. If no housing currently exists, landowner acknowledges that they will be permitted to reserve a home site for one future single-family residence.
5. Landowner acknowledges and consents that *[LOCAL SPONSOR]* may submit Landowner’s application to the United States Department of Agriculture’s (“USDA”) Natural Resources Conservation Service (“NRCS”) for partial reimbursement under the Agricultural Conservation Easement Program – Agricultural Land Easement (“ACEP-ALE”) program for the purchase of the Agricultural Easement.
6. Landowner acknowledges that if *[LOCAL SPONSOR]* submits Landowner’s application to USDA/NRCS, compliance with the ACEP requirements will be required by the Landowner and *[LOCAL SPONSOR]*.

DRAFTING NOTE: Preceding items #5 and #6 relate directly to Local Sponsors who have applied to or intend to apply to the USDA-NRCS for matching funds. If the Local Sponsor has not and will not apply the property in question to the ACEP-ALE program, these items can be removed from the final Notice of Selection.

7. Landowner acknowledges that any award is public record and such information may be released to the media in accordance with the requirements of Ohio law.

EXHIBIT E
SAMPLE NOTICE OF SELECTION
(continued)

8. Landowner acknowledges that any funding is contingent upon the availability of funds from the Clean Ohio Agricultural Easement Fund.
9. Landowner further acknowledges that this Notice does not guarantee the receipt of funding, but is an agreement by Landowner to abide by the terms of this Notice and proceed to Phase 3 of the Local Agricultural Easement Purchase Program.

Sincerely,

[LOCAL SPONSOR]

[LOCAL SPONSOR TITLE]

CC: Ohio Department of Agriculture, Office of Farmland Preservation *(via email)*

EXHIBIT E
SAMPLE NOTICE OF SELECTION
(continued)

[LANDOWNER NAME] - LAEPP 20__ Notice of Selection

ALL Landowners/Partners/Trustees must return this **SIGNED NOTICE** to *[LOCAL SPONSOR]* within **10 business days** after the date of this Notice, if they desire to proceed to Phase 3. If no response is received within **10 business days**, the application will not proceed to Phase 3.

If all landowners agree to proceed to Phase 3 of the application process, please sign and date below.

ACKNOWLEDGEMENT AND ACCEPTANCE

MY SIGNATURE INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE PROVISIONS/TERMS AND CONDITIONS ABOVE.

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

*If more than four signatures are required, please attach a sheet with remaining signatures.

Notice of Selection Template Date: 11/29/2018

EXHIBIT F
SAMPLE PURCHASE AGREEMENT
(Prepared by ODA)

STATE OF OHIO
DEPARTMENT OF AGRICULTURE

PURCHASE AGREEMENT FOR EASEMENT
(LAEPP 20__)

This Purchase Agreement ("Agreement") is entered into by [SELLER'S NAME] (hereinafter "Seller"), [SELLER'S ADDRESS], and the State of Ohio, acting by and through the **Department of Agriculture** ("ODA"), 8995 East Main Street, Reynoldsburg, Ohio 43068 and the [LOCAL SPONSOR'S NAME], **(if applicable, remove next part if government LS)** an Ohio non-profit corporation ("Local Sponsor"), [LOCAL SPONSOR'S ADDRESS].

1. **PURCHASE.** Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and ODA and Local Sponsor agree to purchase ("Purchase"), under the terms and conditions hereinafter set forth, an Agricultural Easement ("Easement"). Easement shall be approximately _____ acre(s) of land located in _____ County, [STREET ADDRESS] in [CITY, STATE] and which is further described in the legal description attached hereto as Exhibit A ("Property"). It is the purpose of this Easement to ensure that the Property will be retained in agricultural use, as that term is defined by Ohio Revised Code ("ORC") § 5713.30, by preserving and protecting the Property's agricultural soils and agricultural viability through a perpetual restriction on the use of the Property. For the purposes of this Agreement, Property will be deemed to refer to not only the described land but also all rights and interests in said land, including without limitation, all water and mineral rights, development rights, rights-of-way, utility agreements and improvements located on or related in any way to such land.
2. **PURCHASE PRICE:** The purchase price of the Easement is expected to be \$[_____] (WRITTEN OUT DOLLAR AMOUNT and 00/100 Dollars), or \$[_____] per acre. Of the total purchase price, ODA shall contribute \$[_____] (WRITTEN OUT DOLLAR AMOUNT and 00/100 Dollars). Landowner must complete all requirements provided by ODA in order to qualify for the purchase price specified above. After ODA receives an executed copy of this Agreement, ODA will verify the information which was submitted by the Seller. The final purchase price will be based upon ODA's policies as applied to the verifiable facts in Seller's application.
It is expressly understood by Seller that this Purchase is contingent upon the availability and receipt of all necessary funds from the appropriate State and Federal Agencies and all necessary approvals by the General Assembly and by the Controlling Board of the State of Ohio, when required, and is further contingent on the acquisition of any necessary funds from other non-state financing sources for purchase monies. Further the Purchase is contingent on Seller's performance of all of its obligations under this Agreement.
3. **DUE DILIGENCE PERIOD:** ODA shall have such time to perform due diligence on the Property to review title work and any other aspects of the property to determine the property's suitability for Purchase. ODA shall be granted until June 30, 20xx with the option of renewal for two, one (1) year terms in the sole discretion of ODA, commencing upon the execution of this Agreement by both parties. Seller agrees not to sell or transfer, or negotiate to sell or transfer the Property; or otherwise offer the Property for sale or grant any type of license, option, easement or other rights in and to the Easement during the option period. No modifications to this Agreement are permitted unless otherwise agreed to in writing by both parties.

EXHIBIT F
SAMPLE PURCHASE AGREEMENT
(continued)

4. **EXERCISE OF PURCHASE:** For the purpose of inducing ODA to enter into this Agreement, Seller agrees, represents, and warrants:
- (A) That Seller is legally bound and has full right, power and authority to convey the Easement in said Property to the State of Ohio, Department of Agriculture and Local Sponsor in accordance with the terms of this entire agreement as set out herein, and has marketable fee simple title to the Property.
 - (B) Excepting matters disclosed to ODA (including, but not limited to, matters known at the time of this execution and thereafter), Seller has not received any notice of, nor has knowledge concerning, any adverse parties in possession of the Property, proceedings (including but not limited to eminent domain and foreclosure) against the Property or Seller, or public improvements or utilities contemplated to be placed on the Property, or any petitions now or in the future to subdivide or split off the Property.
 - (C) That the Property is free of all liens and encumbrances except as shown on the title commitment or disclosed to ODA, and Seller has not and will not take any action which would result in any liens or encumbrances against the Property prior to the Closing, including but not limited to any type of mortgage, easement, permits, rights-of-way, or any other license against any right in the Property. This includes but is not limited to any rights granted to utilities and septic systems or for the building of roads or other improved surfaces.
 - (D) That all laws, ordinances, rules, regulations and court orders (including, but not limited to, those relating to zoning, building, fire, health, safety, taxes, and environmental conditions and protection) of any applicable governmental agency or other party bearing on the Seller's ownership, operation or use of the Property or any part thereof, have been or will, prior to Closing, be disclosed to ODA and complied with by Seller.
 - (E) That the Property is not currently used and will not be used for industrial or commercial activity beyond the production of agricultural products from the Property, and no further buildings other than for agricultural production are currently planned or will be built without further permission from ODA.
 - (F) That Seller has consulted with legal counsel or has otherwise settled any estate planning matters regarding the disposition of the Property upon his death, and no further transfer or conveyance of the Property in furtherance of such planning is anticipated at this time. Seller acknowledges upon execution of this Agreement, the Property cannot be split off or otherwise broken apart, and must be conveyed as a single piece in any transfer or conveyance.
 - (G) That there are no hazardous materials (including but not limited to any chemical, pollutant, contaminant, waste, toxic substance or petroleum product regulated by law or regulation) located on the Property and neither Seller, nor any previous owner of the Property, has ever violated or received any notice of the claimed violation of any federal, state, or local law or regulation relating to the health, safety or environment, including without limitation, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act. Seller agrees that it will hold ODA and Local Sponsor harmless from any and all liability or expense arising from violation of environmental laws and regulations.

EXHIBIT F
SAMPLE PURCHASE AGREEMENT
(continued)

- (H) Prior to the Closing, and with prior notice to Seller, ODA or its agents may enter the Easement at reasonable times for the purpose of preparing the Present Condition Report, conducting investigations, surveys, tests, and inspections as ODA may desire.
- (I) The acts of obtaining a prepared Easement and obtaining the evidence of title will be done by ODA or its agent. The cost of the Easement preparation and obtaining the evidence of title shall be borne by the Seller. The Seller will be responsible for all closing costs. Seller will cooperate with ODA and Local Sponsor in their efforts to obtain the Easement and timely respond to any requests for information.
- (J) Seller certifies that it has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Seller also certifies that it is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC Sections § 102.03 and § 102.04.

If ODA exercises the Purchase, then each of the representations and warranties set forth in this Paragraph will be deemed to have been remade by Seller as of the Closing Date. ODA's remedies for Seller's breach before Closing shall be provided elsewhere in this Agreement.

5. TERM AND CONDITION OF SALE: Upon execution of this Agreement, the sale of the Easement will be completed as follows:

- (A) **Conveyance:** Seller shall convey the Easement on the Property to the Director of the Ohio Department of Agriculture by a deed of easement with release of dower, if any. The Property which the Easement will be on must also be free and clear of any and all liens, encumbrances, mortgages and other easements that affect this Easement, other than those permitted by ODA. Once the above requirements are met and the Easement interest is recorded, Seller shall receive payment of the purchase price. Seller shall indemnify, defend and save harmless ODA, Local Sponsor, and their respective agents and employees, from any claims, demands, injuries, suits, actions, proceedings, losses, costs and damages and attorney fees arising out of the actions and omissions of Seller, its employees and/or agents or contractors, in the completion of the activities under this Agreement or relating to this Agreement. This Article shall survive any termination of this Agreement.

NOTE: Any liens, encumbrances, mortgages and easements allowed to remain must be subordinated in accordance with the policies of the Department of Agriculture before payment of the purchase price is permitted.

- (B) **Taxes:** The Seller shall remain obligated for the payment of real estate taxes and assessments on the described Property as determined by the Auditor of the County. However, the Seller may apply to the County Auditor for any reduction in real estate taxes that may result from the execution of the Easement. Taxes shall not be apportioned between the Seller and ODA. The risk of loss to the Property shall remain with Seller before and after the sale of the Easement.
- (C) **Title, Appraisal and Survey:** ODA will obtain, at the Seller's expense, a title guaranty, title insurance as evidence of the title to be conveyed hereunder, and if necessary, an appraisal. ODA may require the Seller to have the Property surveyed by a duly licensed surveyor at the Seller's expense, if ODA determines that the boundaries of the Property are not sufficiently

EXHIBIT F
SAMPLE PURCHASE AGREEMENT
(continued)

described to enforce the Easement or if a survey is required to record the Easement. Release of payment is subject to approval by ODA's Legal Section of the title information contained hereunder, including restrictions, reservations, conditions, agreements and easements of record, if any, and zoning ordinances, if any. If the title commitment or survey discloses any exception to title which ODA in the exercise of its reasonable judgment finds unacceptable, the Seller shall have a reasonable time period, not to exceed one hundred and eighty days (180) to cure the exception to title. If Seller fails to cure the exception, then Seller shall be considered in breach of this Agreement, and this Agreement shall terminate. ODA's remedies for breach are described in Paragraph 6 of this Agreement.

The Seller's application may be submitted to the United States Department of Agriculture's ("USDA") Natural Resource Conservation Service ("NRCS") for partial reimbursement under the Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program for the purchase of the Agricultural Easement. If Seller's application is submitted to USDA/NRCS, compliance with ACEP-ALE requirements will be required.

- (D) **Signs:** ODA may, at the State's expense, provide one or more signs to the landowner to erect on the property designating the farmland as being preserved with an agricultural easement.

6. **CONTINGENCY AND BREACH:** Seller may, upon thirty (30) days written notice, terminate this Agreement at any time prior to execution of the deed of Easement. In the event that Seller breaches or otherwise terminates this Agreement, ODA shall be entitled to payment or reimbursement by Seller of all ODA's costs expended under this Agreement, including but not limited to any title search or other title costs, surveys, or any other cost or expense incurred as related to this Agreement. ODA's obligation to purchase the Property is contingent upon the Seller's performance of all its obligations under this Agreement, that the Property is suitable for ODA's intended use, and all of Seller's representations and warranties being true and correct as of the date of the Closing.

Breach for the purposes of this Agreement shall specifically include but is not limited to any violation of any representations or warranties herein or any other material provision of this Agreement. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement.

7. **CLOSING:** The closing will occur, if at all, at such specific date, time and place as are mutually agreed to by ODA and Seller. At the option of ODA, the closing of the transaction contemplated hereunder may be affected by the delivery by Seller and ODA of all closing documents and other required deliveries into escrow with an appointed Escrow Agent, and the Escrow Agent's holding, recordation, and disbursement of all such closing documents and deliveries in accordance with escrow instructions.
8. **CLOSING OBLIGATIONS:** Seller's sale of the Easement to ODA will be contingent upon Seller and ODA taking the following described obligatory actions at Closing:
- (A) **Purchase Price Payment:** ODA will pay the Purchase Price to Seller. The amount of such payment will be adjusted in the manner contemplated in Paragraph 2 of this Agreement.
- (B) **Transfer of Easement:** Seller will execute and deliver to ODA a general deed of easement free and clear of liens and encumbrances other than as agreed by ODA.

EXHIBIT F
SAMPLE PURCHASE AGREEMENT
(continued)

- (C) **Entity Resolutions:** If Seller is an entity (such as a corporation, limited liability company, or partnership), then Seller will execute an entity resolution affirming the authority of such party to enter into the transaction contemplated in this Agreement and further authorizing an individual officer or representative of such party to execute this Agreement and all closing documents in the name and on behalf of such party.
- (D) **Closing Statement:** Seller and ODA will execute and deliver to the other a closing statement which sets forth the economics of ODA's purchase of the Easement from Seller, including the amount of the purchase price and all those closing credits, charges and other adjustments specified herein. Seller will execute and deliver such other documents as are reasonably requested by ODA to further evidence the sale of the Easement to ODA in the manner contemplated in this Agreement.
- (E) **Closing Costs:** Seller will pay all of the following closing costs:
- a. All premiums and other charges required to permit the title company to issue the title insurance policy;
 - b. All costs required to permit the surveyor to issue and certify the survey;
 - c. All recording fees associated with the recording of the general easement deed; and
 - d. All costs associated with due diligence as conducted by Local Sponsor and/or ODA.
9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and no prior oral or implied agreements or representations shall be binding on the parties hereto, and all rights and obligations shall accrue to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. Seller may not assign this Agreement at any time. This Agreement may be executed in counterparts, each of which will be deemed an original, and all such counterparts will collectively constitute a single agreement. This Agreement shall be construed in accordance with the laws of Ohio, and the parties irrevocably agree to venue in Franklin County, Ohio, or the Ohio Court of Claims, as applicable, and waive any claims as to convenience of forum. Any notices required or permitted to be given under this Agreement must be in writing and delivered to Seller or ODA at the address set forth above, and must be sent by certified mail, personally delivered, or by email or facsimile transmission with proof of delivery. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable. The headings of this Agreement, including the name of this Agreement, are for informational purposes only and should not be construed against either party or otherwise used to determine the meaning of any section of this Agreement.

EXHIBIT F
SAMPLE PURCHASE AGREEMENT
(continued)

ACKNOWLEDGEMENTS:

IN WITNESS WHEREOF, the Seller, who hereby further agrees to release all right and expectancy of dower in said premises, have hereunto set his/her/their hand(s) this _____ day of _____, 20__.

SELLER:

[NAME OF SELLER]

[NAME OF SELLER]

STATE OF _____,
(state)

County of _____, _____, ss
(county) (state)

I certify that on this date before me, a notary public duly authorized in the state and county named above to take acknowledgements, personally appeared _____, who is/are known to me and who executed the foregoing instrument, and who acknowledged before me that he/she/they executed the same as his/her/their own free act and deed, for the use and purpose stated therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at _____, _____,
(city) (state)
this _____ day of _____, 20__.

Notary Public

EXHIBIT F
SAMPLE PURCHASE AGREEMENT
(continued)

**OHIO DEPARTMENT OF
AGRICULTURE (ODA):**

_____, Director

STATE OF OHIO,

County of _____, ss

I certify that on this date before me, a notary public duly authorized in the state and county named above to take acknowledgements, personally appeared (Director of Agriculture Name), who is known to me to be the Director of the Ohio Department of Agriculture and who executed the foregoing instrument on behalf of the Ohio Department of Agriculture.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at _____, Ohio,
(city)
this _____ day of _____, 20__.

Notary Public

Rev. 01/18/2019

EXHIBIT G
LAEPP POLICIES AND GUIDELINES

Clean Ohio Local Agricultural Easement Purchase Program

**20xx Policies and Guidelines for Landowner Application
Through Certified and Funded Local Sponsor
Ohio Department of Agriculture (ODA)
Office of Farmland Preservation**

The Ohio Department of Agriculture's Office of Farmland Preservation anticipates distributing nearly \$#. # million in this round of the Clean Ohio Local Agricultural Easement Purchase Program (LAEPP). The funds will be used to purchase agricultural easements from Ohio farmland owners.

In addition to reading through the following 20xx Policies which are listed below, please review the following documents and share them with the farmland owner:

- Sample Deed of Agricultural Easement
- Sample Purchase Agreement
- Site Visit Form

Complete Application – Any application may be deemed incomplete and ineligible for funding if all required information and attachments are not submitted with the application to ODA and the Local Sponsor. Data must be accurate as of the day of electronic application submission. If changes occur, contact the Local Sponsor and ODA.

Note to Local Sponsors: Top-ranking applications submitted for approval for funding must include all required attachments and signatures as of the closing date of ODA's application period.

Farm – An application must consist of parcel(s) held by the same legal interest. Each applicant farm must be a minimum of 40 acres unless the land is located adjacent to property with an agricultural easement or is adjacent to permanently protected land compatible with agriculture, including natural resource, open space, or forested land protected by conservation easements, as well as wetlands, public parks, open spaces, forests, airports, military bases, wildlife areas, natural preserves, prison farms, historic or archaeological sites, conservancy parks, reservoirs, water wellfields, battlefields, flood pools and other normally undevelopable waterbodies, publicly-owned agricultural research lands, and water wellhead protection areas. In this case, the land may be a minimum of 25 acres. All contiguous parcels owned by the same legal interest must be submitted. See OAC § 901-2-01 (M) for "contiguous parcels" definition. No contiguous parcels under the same ownership can be withheld from the application unless waived by ODA and the Local Sponsor.

Eligibility and Scoring Criteria – An application property's enrollment in all eligibility criteria (e.g., "Agricultural District" ORC Chapter 929, "Current Agricultural Use Valuation ('CAUV')" ORC § 5713.30) must be in place by the application deadline as set by the Local Sponsor. Furthermore, an application property's enrollment, designation, or other submitted data within the application (e.g., "Agricultural Security Area ('ASA')" ORC Chapter 931, Ohio's Historic Family Farms Program) must also be in place and documented accurately as of the closing date of the landowner application period.

Current Agricultural Use Value (CAUV) enrollment – The application property must be enrolled in the Current Agricultural Use Value (CAUV) program through the County Auditor. The CAUV enrollment period is January-March and applications must be made to the County Auditor.

EXHIBIT G
LAEPP POLICIES AND GUIDELINES
(continued)

Agricultural District Enrollment – The application property must be enrolled in the Agricultural District program, with the exception of the homestead, wind energy-producing facilities, bio-digesters for on-farm use and/or any other land use determined excepted by the director. The Agricultural District enrollment period is January-March and applications must be made to the County Auditor.

No Subdividing Policy – All parcels that make up an application will be bound together by one permanent agricultural easement. In the future, if the land under easement is sold or transferred, all parcels must be conveyed as one unit and cannot be sold or transferred separately. The purpose of this policy is to preserve entire farms.

Farmstead/Homestead Policy – ODA's farmstead policy permits one homestead to be reserved if no housing currently exists on the applicant property. The reservation allows for one-single family home to be built in the future. If housing exists on the property at the time of application, then no additional residences may be built. Any future or existing house on the preserved farm may not be subdivided from the farm. The purpose of this policy is to promote farm families living on the land they work.

Conservation Plan Policy – If selected for funding, a farm must have a Conservation Plan in place before the Deed of Agricultural Easement is finalized. Conservation Plans can be prepared in consultation with the United States Department of Agriculture-Natural Resources Conservation Service (NRCS) or the local Soil and Water Conservation District in which the property is located.

Forest Management Plan Policy – If selected for funding, a farm that contains 40 contiguous acres of forest or if 20% of the applicant property is forestland, then a written forest management/woodland plan or Conservation Plan component must be in place before the Deed of Agricultural Easement is finalized.

Zoning Policy – Where the local governments have adopted zoning, applicant farms must be zoned for agricultural use. The purpose of this policy is to ensure preservation is consistent with the local governments' long-term planning for the area.

Exception/Waivers Policy – To request an Exception or waiver of an application requirement, write to the Director of ODA in the care of the Office of Farmland Preservation. The letter may be submitted through mail (please address the letter to the Office of Farmland Preservation) or email (farmlandpres@agri.ohio.gov). The Local Sponsor conducting the local application process must be copied on the letter. The letter shall indicate the exception requested, include aerial or topographic maps distinguishing the property and associated parcel numbers, and indicate local sponsor support for the request.

Large Farm Exception: If an exception is granted, the landowner has the option to submit one or both halves of the farm as individual applications.

- Large Farm Size Exception: Farms comprised of no less than 400 acres may request the one-time option to apply the farm in two applications of approximately equal size.
- Large Farm Value Exception: If the applicant farm's points-based appraisal is greater than \$1 million, the landowner may request the one-time option to apply the farm in two applications of approximately equal size.

Small Farm Exception: If an exception is granted by the Director, the landowner has the ability to submit a farm of 10-24 acres so long as it shares a substantial border with permanently protected land compatible with agriculture, including natural resource, open space, or forested land protected by conservation easements, as well as wetlands, public parks, open spaces, forests, airports, military bases, wildlife areas, natural preserves, prison farms, historic or archaeological sites, conservancy parks, reservoirs, well fields, battlefields, flood pools and other normally undevelopable waterbodies, publicly-owned agricultural research lands, and well heads.

EXHIBIT G
LAEPP POLICIES AND GUIDELINES
(continued)

Small Farm Exception: If an exception is granted by the Director, the landowner has the ability to submit a farm of 10-24 acres so long as it shares a substantial border with permanently protected land compatible with agriculture, including natural resource, open space, or forested land protected by conservation easements, as well as wetlands, public parks, open spaces, forests, airports, military bases, wildlife areas, natural preserves, prison farms, historic or archaeological sites, conservancy parks, reservoirs, well fields, battlefields, flood pools and other normally undevelopable waterbodies, publicly-owned agricultural research lands, and well heads.

Contiguous Parcel Exception: O.A.C. 901-2-02(A)(5) requires all contiguous parcels owned by the same legal interest must be submitted in the landowner application. However, that requirement can be waived.

Determining whether to grant exceptions and waivers is at the discretion of the Director of ODA. The Director's approval must be obtained prior to the submission of an application during the landowner application period and a copy of such approval shall be submitted with the other required attachments to the application.

Title Costs – If selected for funding, the Local Sponsor (on behalf of ODA) may initiate a title examination and purchase title insurance. The costs incurred for these services – along with escrow, closing, and recording services – will be deducted from the agricultural easement purchase payment at closing.

Funding/Landowner Payment – A landowner can receive up to 75% of the appraised value of the easement. Additionally, the maximum dollar amount per acre is set at \$2,000 and the total dollar amount per farm is set at \$500,000. No individual may sell more than one easement in this round of funding. The Director also reserves the right to adopt additional guidelines according to OAC § 901-2-05 (D).

Multi-County Farm – If a landowner requests to apply a farm that is located within more than one county, the landowner must apply under the county with the majority of the farm's acreage. This majority-acreage (primary) county must be a part of the Local Sponsor's landowner application area. The applicant must answer landowner application questions based on the majority-acreage county. A multi-county farm will have a deed and Present Condition Report recorded in each county in which the applicant property is located. Note: Under the LAEPP, only one Local Sponsor may co-hold an easement with ODA.

The following additional steps for a multi-county farm need to be addressed before the farm is selected for funding:

- **Local Sponsors that are political subdivisions:** Obtain your own organization's resolution (per Attachment A) as well as resolutions supporting the agricultural easement from all other townships and counties in which the farm sits. (Example: Smith County SWCD is the Local Sponsor, submitting an application for a farm that sits in both Smith County (Roberts Township) and Jones County (Wilson Township). They must attach 1) Smith SWCD resolution, 2) Jones County resolution, and 3) Wilson Township resolution).
- **Local Sponsors that are charitable organizations:** Obtain resolutions supporting the agricultural easement from all counties and townships in which the farm sits (per Attachment H), along with your own organizational resolution (per Attachment A). (Example: Able Land Trust is the Local Sponsor, submitting an application for a farm that sits in both Smith County (Roberts Township) and Jones County (Wilson Township). They must attach 1) Able Land Trust resolution, 2) Smith County resolution, 3) Roberts Township resolution, 4) Jones County resolution, and 5) Wilson Township resolution)

Note: Only one Local Sponsor may co-hold an easement with ODA and be named on the Deed. Therefore, Resolutions from minority-acreage (secondary) entities must include a reference that the funded Local Sponsor will be holding the easement with ODA.

11-26-2021

EXHIBIT H
SAMPLE ESCROW AGREEMENT
(Prepared by Local Sponsor)

ESCROW AGREEMENT
(LAEPP 20__)

This Escrow Agreement (hereinafter “Agreement”), effective as of the _____ day of _____ 20__, (“Effective Date”) is between **INSERT TITLE AGENT/AGENCY NAME, [Insert Title Agent/Agency Address]** (hereinafter “Escrow Agent”), **INSERT LANDOWNER'S NAME, [Insert Signee's Address]** (hereinafter “Landowner”) and the **INSERT LOCAL SPONSOR'S NAME, [Insert Local Sponsor]**, (and, if applicable – an Ohio nonprofit corporation), **[Local Sponsor's Address]** (hereinafter “Local Sponsor”). The **OHIO DEPARTMENT OF AGRICULTURE**, as located at 8995 East Main Street, Reynoldsburg, OH 43068 (hereinafter “ODA”) shall be considered a third-party beneficiary of this Agreement.

RECITALS

WHEREAS, Local Sponsor and ODA intend to purchase a perpetual Easement from the Landowner for the property more fully described in the Purchase Agreement, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, ODA requires an escrow agent to perform escrow and closing services for deposits (hereinafter “Deposit”) received through the Local Sponsor from ODA; and

WHEREAS, Escrow Agent desires to perform such services and act as escrow agent pursuant to the terms and conditions contained in this Agreement, and Landowner and Local Sponsor desire to have Escrow Agent act in such capacity; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

I. NATURE OF CONTRACT

- 1.1 Escrow Agent shall be employed as an independent contractor to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that the Local Sponsor is the sole judge of the adequacy of such services.
- 1.2 The Local Sponsor and Landowner enter into this Agreement in reliance upon Escrow Agent's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Escrow Agent warrants that it does possess the necessary expertise and experience.
- 1.3 Escrow Agent shall perform the services to be rendered under this Agreement and the Local Sponsor shall not hire, supervise, or pay any assistants to Escrow Agent in its performance under this Agreement. The Local Sponsor shall not be required to provide any training to Escrow Agent to enable it to perform services required hereunder.

EXHIBIT H
SAMPLE ESCROW AGREEMENT
(continued)

II. SCOPE OF WORK

- 2.1 Escrow Agent has established an escrow account for the purpose of holding the Deposit to be made by Local Sponsor pursuant to the Purchase Agreement referenced herein at _____ Bank, a bank authorized to do business in the State of Ohio (“Escrow Account”).
- 2.2 All Deposits received from the Local Sponsor prior to closing shall be placed in the Escrow Account within five (5) business days of receipt of the Deposit by the Escrow Agent.
- 2.3 Within ten (10) business days of placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to the Local Sponsor and ODA confirming the Deposit. Failure to provide confirmation of the deposit may subject the instrument conveying the Deposit to cancellation by ODA.
- 2.4 Under no circumstances shall Local Sponsor or Landowner seek or accept release of the Deposit made by the Local Sponsor on behalf of ODA until after consummation of the Purchase Agreement, completion of any accompanying Closing Instructions as issued by ODA, completion of a final title review prior to the closing, delivery of an executed Deed of Agricultural Easement as signed by the Landowner, and consent has been provided by the Local Sponsor and ODA for release. After recordation of the Easement and in good faith that all instructions and conditions specified in the final ODA Closing Instructions and this Agreement have been satisfied, Escrow Agent shall pay all costs as itemized in ODA’s signed Settlement Statement out of the funds held in the escrow account. Once all other costs are paid, the remainder of the funds held in the escrow account shall then be disbursed to the landowner entitled to payment.
- 2.5 If Escrow Agent is not directed to release the Deposit pursuant to the paragraph above, and Escrow Agent receives a request by either Local Sponsor or Landowner to release the Deposit, then Escrow Agent must give both Local Sponsor and ODA prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to the Local Sponsor and ODA of the release. If an objection is received within the thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed by the Local Sponsor and ODA pursuant to paragraph 2.4 above.
- 2.6 *The closing shall occur within ninety (90) days after receipt of the Deposit by the Escrow Agent.*
- 2.7 Local Sponsor may, from time to time as it deems appropriate, communicate specific instructions and requests to the Escrow Agent concerning the performance of the work described in this Agreement. Upon such notice, the Escrow Agent shall comply with such instructions and fulfill such requests to the satisfaction of Local Sponsor. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The Escrow Agent shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. Local Sponsor retains the right

EXHIBIT H
SAMPLE ESCROW AGREEMENT
(continued)

to ensure that the work of the Escrow Agent is in conformity with the terms and conditions of the Agreement.

III. TIME OF PERFORMANCE

- 3.1 The services described in the Scope of Work above (“Services”) shall be commenced on <<Begin Date>> and concluded on <<End Date>>.
- a. This Agreement shall remain in effect until the work described is completed to the satisfaction of the Local Sponsor and until Escrow Agent is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Escrow Agent’s Services, whichever is sooner.
 - b. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 20__.
 - c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“ORC”) § 3517.13, ORC § 127.16, or ORC § 102.

IV. COMPENSATION

- 4.1 The Local Sponsor shall pay Escrow Agent for services rendered no more than _____ and 00/100 Dollars (\$_____). Escrow Agent shall be paid at the closing out of the proceeds paid by the Local Sponsor to the grantor of the agricultural easement. In the event that the closing does not take place after the Escrow Agent has completed the services, the Local Sponsor shall pay the Escrow Agent directly.
- 4.2 Escrow Agent shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.3 Escrow Agent shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.

V. CERTIFICATION OF FUNDS

- 5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the ORC, including but not limited to § 126.07, have been complied with, and until such time as all necessary funds are available, encumbered and forthcoming from the appropriate state agencies or responsible third party entities, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

EXHIBIT H
SAMPLE ESCROW AGREEMENT
(continued)

VI. TERMINATION OF ESCROW AGENT'S SERVICES

- 6.1 The Local Sponsor may, at any time prior to the completion of services by the Escrow Agent under this Agreement, terminate this Agreement with or without cause by giving written notice to the Escrow Agent.
- 6.2 Upon notice of termination, Escrow Agent shall cease all work on the terminated activities under this Agreement, terminate all subcontracts relating to the terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Local Sponsor, furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Local Sponsor requires.
- 6.3 Escrow Agent shall be paid for services rendered up to the date the Escrow Agent received notice of termination, less any payments previously made, provided Escrow Agent has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by the Local Sponsor for which Escrow Agent has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Escrow Agent, upon payment as specified, shall deliver to Local Sponsor all work products and documents which have been prepared by Escrow Agent in the course of providing services under this Agreement. All such materials shall become and remain the property of the Local Sponsor, to be used in such manner and for such purpose as the Local Sponsor may choose.
- 6.5 Escrow Agent agrees to waive any right to, and shall make no claim for, additional compensation against the Local Sponsor by reason of such termination.

VII. RELATIONSHIP OF PARTIES

- 7.1 The Local Sponsor and Escrow Agent agree that Escrow Agent shall be engaged by the Local Sponsor solely on an independent Escrow Agent basis, and Escrow Agent shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Escrow Agent will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 While Escrow Agent shall be required to render services described hereunder for the Local Sponsor during the term of this Agreement, nothing herein shall be construed to imply, by reason of Escrow Agent's engagement hereunder as an independent Escrow Agent, that the Local Sponsor shall have or may exercise any right of control over Escrow Agent with regard to the manner or method of Escrow Agent's performance of services hereunder.
- 7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

EXHIBIT H
SAMPLE ESCROW AGREEMENT
(continued)

- 7.4 It is fully understood and agreed that the Escrow Agent is an independent contractor and is not an agent, servant or employee of the Local Sponsor or the State of Ohio.

VIII. RELATED AGREEMENTS

- 8.1 The work contemplated in this Agreement is to be performed by Escrow Agent, who may subcontract without the Local Sponsor's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in the Scope of Work but which are required for its satisfactory completion. Escrow Agent shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Local Sponsor. All work subcontracted shall be at Escrow Agent's expense.
- 8.2 Escrow Agent shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Local Sponsor to terms inconsistent with, or at variance from, this Agreement.
- 8.3 Escrow Agent warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Local Sponsor, to perform substantially identical work such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 8.4 Escrow Agent shall furnish to the Local Sponsor a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

IX. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 9.1 No personnel of Escrow Agent or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is in compatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 9.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Local Sponsor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Local Sponsor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

EXHIBIT H
SAMPLE ESCROW AGREEMENT
(continued)

X. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 10.1 The Local Sponsor shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Escrow Agent pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Escrow Agent by the Local Sponsor shall be subject to copyright by Escrow Agent in the United States or any other country.
- 10.2 Escrow Agent agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Local Sponsor. Any requests received by Escrow Agent should be referred to the Local Sponsor.

XI. CONFIDENTIALITY

- 11.1 Escrow Agent shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Local Sponsor.
- 11.2 All provisions of this Agreement relating to “confidentiality” shall remain binding upon Escrow Agent in the event of cancellation.

XII. LIABILITY

- 12.1 The Escrow Agent and Landowner each agree to indemnify and to hold ODA, the State of Ohio, and Local Sponsor harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to the respective actions or omissions of Escrow Agent or Landowner or those of its or their respective trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Escrow Agent and Landowner, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 12.2 The Escrow Agent and Landowner shall bear all costs associated with defending the Local Sponsor and the State of Ohio against any claims for their own respective acts or omissions.
- 12.3 In no event shall any party of this Agreement be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

EXHIBIT H
SAMPLE ESCROW AGREEMENT
(continued)

XIII. REPORTS, NOTICES

13.1 All reports, notices, copies, requests, consents, approvals and other communication required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or sent by U.S. registered or certified mail, postage prepaid:

a. with respect to ODA:

Ohio Department of Agriculture
Office of Farmland Preservation
8995 E. Main Street
Reynoldsburg, Ohio 43068-3342
Attn: Office of Farmland Preservation
Telephone: 614-728-6210

b. with respect to Local Sponsor:

Insert Local Sponsor/Agency Name
Insert Local Sponsor/Agency Contact
Insert Local Sponsor/Agency Address
Insert Local Sponsor/Agency Phone Numbers

c. with respect to Landowner:

Insert Landowner's Name
Insert Signee's Address
Insert Signee's Phone

d. with respect to Escrow Agent:

Insert Title Agent/Agency Name
Insert Title Agent/Agency Contact
Insert Title Agent/Agency Address
Insert Title Agent/Agency Phone Numbers

XIV. MISCELLANEOUS

14.1 Counterparts - This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

14.2 Entire Agreement/Waiver - This Agreement contains the entire agreement between the parties hereto regarding escrow activities and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein. A waiver by any party of any breach or default by another party under this Agreement shall not constitute a continuing waiver by such party of any subsequent

EXHIBIT H
SAMPLE ESCROW AGREEMENT
(continued)

act in breach of or in default hereunder.

- 14.3 Governing Law - This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. The parties agree that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.
- 14.4 Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Landowner shall have no right to assign any rights hereunder or with respect to the Purchase Price except as permitted with respect to assignment of Landowner's rights under the Purchase Agreement and/or Section 1031 exchange which must be completed prior to the closing date. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part without the prior written consent of ODA.
- 14.5 Record Keeping - During the performance of the services required by this Agreement and for a period of three years after its completion, Escrow Agent shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the parties as the parties may reasonably require.
- 14.6 Nondiscrimination - Pursuant to ORC §125.111, Escrow Agent agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability as defined in ORC § 4112.01, national origin, sexual orientation, military status, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this Agreement. Escrow Agent further agrees that Escrow Agent, any subcontractor, and any person acting on behalf of Escrow Agent or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in ORC § 4112.01, national origin, sexual orientation, military status, or ancestry.
- 14.7 Compliance with Laws - Escrow Agent, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances. Escrow Agent affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Escrow Agent, for any reason, becomes disqualified from conducting business in the State of Ohio, Escrow Agent will immediately notify the Local Sponsor in writing and will immediately cease performance of contract activities.
- 14.8 Drug Free Workplace - Escrow Agent agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 14.9 Findings for Recovery - Escrow Agent warrants that it is not subject to an "unresolved" finding for recovery under ORC § 9.24. If this warranty is deemed to be false, this Agreement is void ab initio and the Escrow Agent must immediately repay to the Landowner any funds paid under this Agreement.

EXHIBIT H
SAMPLE ESCROW AGREEMENT
(continued)

- 14.10 Headings - The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 14.11 Severability - The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.
- 14.12 Debarment - Escrow Agent represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC § 153.02 or ORC § 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Escrow Agent shall immediately repay to ODA any funds paid under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

LANDOWNER

Insert Signature Info
Insert Signee's Address
Date: _____

LANDOWNER

Insert Signature Info
Insert Signee's Address
Date: _____

ESCROW AGENT

Insert Title Agent/Agency Name
Insert Title Agent/Agency Contact
Insert Title Agent/Agency Address
Date: _____

(Escrow Agreement Template Date: 05/09/2017)

LOCAL SPONSOR

Insert Signature Info
Insert Signee's Address
Date: _____

EXHIBIT I
TITLE REVIEW CHECKLIST
(Template for Local Sponsor)

Local Agricultural Easement Purchase Program (LAEPP)
Title Review Checklist

Below is a list of documents commonly requested by the Ohio Department of Agriculture (ODA) for the review of title on a proposed agricultural easement property. While not an all-inclusive list, we strongly encourage Local Sponsors (LS) to share this checklist with their title agents to help communicate ODA's requirements.

Document/Description	Check when complete	
	Title Agent to LS	LS to ODA
1. Provision of 90-year chain of title* – provide source documents for deeds showing chain for 90 years. a. Deeds must be provided which demonstrate conveyance of each tract and/or parcel of land. b. Deeds should clearly show the recording information or title agent should provide if reference is obscured or illegible.		
2. If the owner of the land is a corporation, limited liability company, or partnership**: a. Provide Articles of Incorporation or Organization, as applicable. b. By-laws or Code of Regulations, as applicable. c. Provide Corporate Resolution or Minutes of Meeting approving sale of easement to ODA. d. Unless all members of the organization will be signing the Deed of Agricultural Easement, an additional Resolution is required authorizing a member to sign on behalf of the corporation, company, or partnership.	N/A	
3. Provide a source document for each exception shown on the title commitment, and please ensure that <u>all documents are legible</u> . a. Assignments of leases should be provided. b. Exception documents should clearly show the recording information or title agent should provide if reference is obscured or illegible.		
4. Ohio Department of Agriculture listed as the only insured on the title commitment (also applies to Closing Protection Coverage).		
5. If the owner of the land is a trust, provide a Memorandum of Trust in accordance with ORC 5301.255.	N/A	
6. Provide a legal description in the title commitment which matches the last deed that is in the chain of title; if parts of the legal description have been omitted, a corrective deed or survey should be requested. *		
7. Provide county auditor tax card indicating payment of taxes up to current date.		
8. If mortgages are on the property, subordination of mortgages will be requested.	N/A	

Local Sponsors should refer to the Scope of Work in the ODA-Local Sponsor Cooperative Agreement for the complete requirements regarding title work and title agent responsibilities.

EXHIBIT I
TITLE REVIEW CHECKLIST
(continued)

***Chain of Title Definition for Source Documents**

- All Deeds related to the Property for the last 90 years.
- All liens, easements, mortgages, and other encumbrances in the last 90 years (including assignments of same).
- All oil and gas leases associated with the Property in the last 90 years.
- All outsales/conveyances that have occurred after the recording of the source deed for the property.
- All instruments marginally notated.

****Corporate/Trust documentation is not always available through public records (or title agent). Local Sponsors should contact landowner directly for these documents and provide to ODA.**

12/5/2017

Cooperative Agreement (Entire Agreement Template): 01/29/2019

Prosecutor's Approval Page

Administrative Approval No.

An Administrative Approval to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

(Fairfield County Soil and Water Conservation District)

Approved as to form on 1/26/2023 9:55:28 AM by Amy Brown-Thompson,



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

Resolution No. 2023-01.31.t

An Administrative Approval to enter into the 2023 Cooperative Agreement for a funding allocation to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio

(Fairfield County Soil and Water Conservation District)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

Whereas, 2022 carry-over purchase orders for obligations were not requested; and

Whereas, a then and now certification is not possible; and

Whereas, the Commissioners approve the payments of the obligations outside of the normal budgetary process and the Cash Disbursement Journal; and

Whereas, the County Auditor should consider this in lieu of a then and now certificate;

Whereas, the State Auditor has stated that no exception would be taken to the bills provided the Commissioners approve the payments on a separate resolution; and

Whereas, carry-over purchase orders were missed because purchase orders cannot be carried over when cash or purchase orders have been exhausted.

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices that are \$50,000.01 and over and other miscellaneous 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 2, 2023.

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

Section 1. Request the County Auditor pay the attached invoices which are more than \$50,000.00, with postdated purchase orders totaling \$ 160,161.02.

(See attached - Excel/PDF spreadsheet with detail entries)

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.

Section 2. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal totaling \$ 363,972.09, which also includes the then and now invoices of more than \$50,000.

Ven#	VENDOR NAME	AMOUNT	ORG	OBJECT	PROJECT	PURCHASE ORDER	DESCRIPTION
6640	FF CENTER FOR DISABILITIES	\$ 68,064.75	12201812	530000		23000371	TRANSPORTATION
4830	NEW HORIZONS	\$ 92,096.27	50206607	530000		23000088	CRISIS INTERVENTION

\$ 160,161.02

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1000	AUDITOR ADMIN								
	Fund: 1001 - GENERAL FUND								
5367956	02/02/2023	1370	TYLER TECHNOLOGIES INC	045-404671	01/15/2023	23001917	C0131	AUD 2023 ENTERPRISE ERP (MUNIS) MAINTENANCE & SUP	223,424.00
5367956	02/02/2023	1370	TYLER TECHNOLOGIES INC	45-404938	12/31/2022	23001917	C0131	SUPPORT & UPDATE LICENSING	-16,167.26
5367956	02/02/2023	1370	TYLER TECHNOLOGIES INC	45-406201	01/13/2023	23001917	C0131	ERP MUNIS/SUBSCRIPTION ALLOWANCE	-20,000.00
TOTAL: AUDITOR ADMIN									187,256.74

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 1001 - GENERAL FUND								
1577929	02/02/2023	80132	AUNDREA N CORDLE	1/2023	01/01/2023	23000874	C0131	MONTHLY CELL PHONE STIPEND 1/2023	60.00
1577930	02/02/2023	82133	JEFF PORTER	1/2023	01/01/2023	23000881	C0131	MONTHLY CELL PHONE STIPEND 1/2023	60.00
TOTAL: COMMISSIONERS ADMIN									120.00

INVOICES BY DEPARTMENT

02/02/2023 to 02/02/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201	COMM-ECONOMIC DEV								
	Fund: 7831 - WRKFCE INN OPP ACT 20/21								
5367957	02/02/2023	6396	FAIRFIELD CO JFS	WIOA RESEA 1.13.23	01/13/2023	23002012	C0131	WIOA RESEA 1.13.23	12,357.09
5367958	02/02/2023	6396	FAIRFIELD CO JFS	WIOA ADULT 1.13.23	01/13/2023	23002010	C0131	WIOA ADULT 1.13.23	70,766.53
5367959	02/02/2023	6396	FAIRFIELD CO JFS	WIOA DW 1.13.23	01/13/2023	23002011	C0131	WIOA DW 1.13.23	25,406.98
TOTAL: COMM-ECONOMIC DEV									108,530.60

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1210	JOB & FAMILY SERVICES								
	Fund: 2018 - FCJFS - PUBLIC ASSISTANCE								
5367960	02/02/2023	6640	FF CTR FOR DISABILITIES & CEREBRAL PALSY	DEC 2022 NET TRANS	12/01/2022	23000371	C0131	TRANSPORTATION	68,064.75
TOTAL: JOB & FAMILY SERVICES									68,064.75

INVOICES BY DEPARTMENT

02/02/2023 to 02/02/2023

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: \$363,972.09

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-01.31.u

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.

(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.

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