

**Regular Meeting #9 - 2024**  
**Fairfield County Commissioners' Office**  
**March 5, 2024**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; JFS Deputy Director, Heather O'Keefe; JFS Deputy Director Sarah Fortner; Clerk of Courts, Branden Meyer; RPC Planners Safa Saleh and Josjua Hillberry; JFS Budget Director, Josh Crawford; Economic and Workforce Development Director, Rick Szabrak; Utilities Deputy Director, Josh Anders; FCFC Manager, Tiffany Wilson; Interim RPC Director, Holly Mattei; Juvenile & Probate Judge, Terre Vandervort; Sergeant Carsey; JFS Assistant Deputy Director, Stacey Bergstrom; and Deputy Engineer, Mitch Noland. Also present: Kasey Farmer, Teri Watson, Sherry Pymer, Betty Bennett, and Jo Price.

Virtual attendees: Curtis Witham, Park Russell, Tony Vogel, Jennifer Morgan, Lori Hawk, Jessica Murphy, Jim Bahnsen, Jared Collins, Shelby Hunt, Michael Kaper, BGM, Jeff Barron, Amy Brown-Thompson, Abby King, Baylie Blevins, Deborah, Aubrey Ward, Marcy Fields, Stacy Hicks, Lynette Barnhart, Tiffany Daniels, Ashley Arter, Melissa Connor, Brian Wolfe, and Josh Horacek.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

**Listen and Learn – AED Awareness and Demonstration; 9:00 a.m.**

Kasey Farmer, Basil Joint District Assistant Fire Chief, spoke about the value of the AED Maintenance Program. An AED is an automated external defibrillator. He stated that the batteries and pads for the AED expire and can be too costly for some organizations to replace. He also spoke about an AED maintained by the maintenance program that saved the life of an eleven year old.

Garrett Blevins thanked Mr. Farmer for his testimony regarding the AED Maintenance Program and introduced Teri Watson, Community Outreach Coordinator for Fairfield Medical Center, and a Community Heart Watch Chair.

Ms. Watson stated that brain damage begins in 4 minutes and death within 10 minutes of a cardiac event; and that it is important that bystanders jump into action for the individual's survival. Our community has 400 AEDs and there is an app called PulsePoint AED which inventories the AEDs. There are AEDs in law enforcement vehicles, schools, and businesses, yet the national survival rate for cardiac arrest is only 10%. MS. Watson spoke about grant opportunities for an entity to receive an AED and about the community's mobile training unit. She also spoke about the new Avive Connect AED, which is smaller and less expensive than a traditional AED. Avive Connect AEDs connect to 911 systems once there are 100 devices in an area. An Avive Connect AED video was played, and a demonstration given by Ms. Watson and Mr. Farmer.

Commissioner Davis asked if there were issues regarding privacy since the units connect and inform others in the network of names and addresses.

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Mr. Farmer replied that some information in an emergency is public information.

Commissioner Fix thanked Ms. Watson and Mr. Farmer and asked what measures could be taken to have 100 units in the community.

Ms. Watson stated that churches, schools, businesses and even sports leagues should have AEDs, and added that there are 750 AEDs in the three county area of Hocking, Licking and Fairfield counties. Three hundred of those AEDs will be obsolete in three years.

Mr. Farmer added that homes should also have AEDs.

Commissioner Davis asked for an inventory of AEDs in county buildings.

County Administrator Cordle asked if people and entities are moving away from the older AED models to the Avive Connect AED.

Mr. Blevins stated that the Fairfield County Healthcare Coalition has provided 53 AEDs and 104 items for AEDs. The Fairfield County Foundation funded the Fairfield County Healthcare Coalition program for two additional years.

Commissioner Davis spoke about funding for the additional 70 units needed to have 100 Avive Connect AEDs in the community.

Sherry Pymer asked about purchasing Avive Connect AED units.

Mr. Farmer explained that the units could be purchased but that many feel the lease is advantageous. Information on the Avive Connect AED can be found in the minutes.

**Child Protective Services-PACT Highlight; 9:30 a.m.**

Deputy Director of Protective Services, Sarah Fortner, spoke on the Ohio shared practice model for public children's services known as PACT (Practice in Action Together.) Fairfield County is one of 8 counties in Ohio to participate in the PACT initiative. The goal was to initiate an effort to look at inequity in Ohio families. Ms. Fortner stated that public children services exist to protect and stabilize children and PACT aims to measure the outcomes and where children experience inequity. She added that an advisory group was created to hear experiences and challenge those in the group. The goal was to create values. Ms. Fortner spoke about relational outcomes and the local advisory group; and added that there is not a financial value for the program.

Commissioner Fix asked about the starting point for the program.

Ms. Fortner stated that the clock had started, and that Fairfield County wanted to be able to say it was one of the founding counties of the initiative. She added that Fairfield County is highly recognized for the work it does and a lot of the values of the program is what the county lives out every day.

Commissioner Davis stated that when a goal of a group is equity, there must be some inequity.

Ms. Fortner spoke about the data and stated that it shows that children of color are in care for longer periods of time and that they sometimes feel that chaos is the only way to receive attention.



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Mr. Szabrak spoke about the relationship between the technical school and the Workforce Center and stated the school's superintendent has been both awesome and supportive. He also spoke about a training program to lay fiber and the career readiness students. He added that the resolution allows for the lease of space to the technical school while additions are added to their building.

Commissioner Fix stated his appreciation for the partnerships with community organizations that Mr. Szabrak has been fostering.

- A resolution requesting the Fairfield County Commissioners to commence legal action regarding the obstructions/interference of the county's drainage easement.

Mitch Noland stated he spoke with a property owner before the fence was erected. The property owner has left metal casings in the ground which prohibit the Engineer's Office from utilizing the drainage easement. The Sheriff's Office has been to the property eleven times and the Engineer's Office has been working with the property owner for about a year. The property owner is not willing to compromise and is impeding their ability to inspect the area.

Commissioner Davis stated the resolution authorizes legal action and asked if the action would be through the Prosecutor's Office. He asked if the property owner's name could be revealed.

Assistant Prosecuting Attorney Darnell replied that the legal action would be through the Prosecutor's Office and that the office was confident about the facts of the impending case. The property owner is Juan Morales.

- A resolution authorizing the approval of a construction agreement and bid award with AmeriCoat Asphalt and Concrete for parking areas at the Records Center and the Emergency and Facilities Management Complex.

Mr. Kochis thanked Dennis Keller for working on the projects.

Ms. Cordle spoke about the Records Center parking lot and the agreement with Double Edge Brewery.

- A resolution to approve a contract amendment with Steed Hammond Paul, Inc for additional design services for the lab and restrooms at the Workforce Center.

Mr. Kochis spoke about the opportunity for additional facilities at the Workforce Center.

- A resolution authorizing a purchase of service contract between JFS and Carealot Transport for demand responsive transportation services.

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Commissioner Davis spoke about diversity and the inequity that also exists based on socioeconomic status.

**Public Comments**

Judge Terre Vandervoort spoke about a resolution before the Commissioners to purchase court technology and about a Tyler system upgrade that has helped with system efficiency.

Sherry Pymmer of Walnut Township shared an article on deindustrialization and skyrocketing utilities due to the green energy movement. The article is available in the minutes.

**Legal Update**

None.

**County Administration Update**

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

**Week in Review**

*Commissioner Levacy Awarded Advocate of the Year for United Way of Fairfield County*

Commissioner Levacy was awarded the Advocate of the Year recognition for United Way of Fairfield County. Commissioner Levacy never misses an opportunity to advocate for United Way and is a huge supporter of Dolly Parton's Imagination Library.

Commissioner Davis added that Ms. Cordle was awarded the United Way Chairman's Award, and that Ms. Cordle has been volunteering and supporting United Way since she was 23 years old.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 20 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution appointing Kellie Smith to the Board of Developmental Disabilities.
- A resolution reappointing Nathan Hale to the WIOA Area 20 Workforce Development Board.
- A resolution approving an agreement between the Fairfield County Commissioners and Eastland/Fairfield Career and Technical School for the use of space at the Workforce Center.

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**Budget Review**

- Sales Tax is \$166,000 lower than the previous year to date. For the year, we still look on target for the budgeted amounts.

**Calendar Review/Invitations Received**

- Fairfield 33 Development Alliance Board Meeting, March 7, 2024, 8:30 a.m., FMC River Valley Campus, 2384 N. Memorial Dr., Lancaster
- State of Pickerington, March 7, 2024, 11:00 a.m., Wigwam Event Center, 10190 Blacklick-Eastern Rd. NW, Pickerington

**Correspondence**

*Items Requiring Response*

*Informational Items*

- Memo from the County Auditor, February 29, 2024, Subjects: Update on Legal Description Reviews; The Conveyance of Property Fact Sheet; County Requirement to Pay Assessment and Hearing Expenses of the Tax Commissioner; and Sunshine Week Plans
- The Fairfield County Auditor's Office: Wins of the Week, February 29, 2024
- Press Release, Workforce and Economic Development Director, Rick Szabrak, March 3, 2024, "Career Readiness Program to Offer Career Expo to Area High School Students and Local Businesses"
- Meals on Wheels Fairfield County, 2025 Levy Budget Exhibits, 2025 Budget Packet, and 2023 Annual Report to the Community
- Press Release, Fairfield County Clerk of Courts, Branden C. Meyer, March 5, 2024, "Clerk of Courts Branden Meyer Appointed to the Commission on the Rules of Superintendence"
- Press Release, Fairfield County Clerk of Courts, Branden C. Meyer, March 5, 2024, "Clerk of Courts Pickerington Title Office Opens Driver's Exam Station"
- Press Release, Fairfield County Clerk of Courts, Branden C. Meyer, March 5, 2024, "Clerk of Courts Title Office Celebrates One Year at the Fairfield Center"
- Fairfield County Clerk of Courts' 2023 Annual Report
- Correspondence regarding Industrial Solar Projects in Fairfield County
- Correspondence Regarding the Proposed Taylor Rd. and I-70 Interchange
- Auditor's Ledger: News from the County Auditor's Office, received February 28, 2024

**Old Business**

Commissioner Davis spoke about attending a Transportation Development Advisory meeting and found the vendors to be very helpful and was encouraged by the participation of the advisory group. He also filmed a connection video on a transit bus that will be released soon for viewing.

Commissioner Fix will attend the RPC meeting for the final consideration of the Land Use Plan. The meeting is a culmination of a year and a half of work. He stated that the county has a good plan that the townships and villages have indicated they like and appreciate.

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- A resolution to approve the Fairfield County Flood Prevention Regulations for FEMA compliancy allowing the county to participate in the National Flood Insurance Program. There were two hearings during Commission meetings on February 13<sup>th</sup> and 27<sup>th</sup>.

Ms. Mattei stated that an additional whereas clause is being added to the resolution to repeal and replace a former 2012 resolution and the corrected resolution would be available in the approved packet.

- A resolution to approve a contract between the Fairfield County Commissioners and the Village of Thurston for nonresidential building inspection services.
- A resolution authorizing the purchase of two work trucks for the Utilities department.

**CDBG PY2024 Hearing; 10:00 a.m.**

Ms. Mattei stated that two hearings are required for the Community Development Block Grant (CDBG). This is a federal program; some communities receive monies through Housing and Urban Development (HUD) and the county participates in the small cities' allocation program. The state uses a formula to determine how much is allocated to each community. The grants are now two year grants, and the county receives the same amount every two years as it once did per year. The Critical Infrastructure Program has been successful in several areas. The maximum award for the Neighborhood Revitalization Grant Program is \$750,000. The Critical Infrastructure Grant is a single component grant, as in the sewer project with the Village of Carroll. All projects must have a benefit of at least 51% for low to moderate income people.

Commissioner Fix asked if the available low to moderate income data was current.

Ms. Mattei replied that the data needs to be updated. She stated that a community can qualify through the American Community Survey Data or an income survey; or the application can be completed for disabled clientele. All governmental private non-profits are eligible to apply for the grant. Eligible activities range from water and sewer, street, drainage, and even park improvements. The process starts with a letter to all county local government entities. There are two hearings, and the applications are due to RPC by April 12<sup>th</sup>. Applications are due to the state by mid-June. The application requirements include a narrative and signed Engineer's estimate, and the project must reflect federal prevailing wage. We are also required to provide a fair housing component. Mr. Hillberry from RPC is helping with the CDBG program and Ms. Saleh is running the Fair Housing program. The county is required to have a Fair Housing contact person, and that is now Ms. Saleh. Fair Housing in Ohio includes protective classes of race color, national origin, ancestry, religion, sex familiar status, disability, and military status. In addition to the discriminatory side of fair housing, there is reasonable accommodation and modifications due to disabilities component. Fair Housing landlord responsibilities and rights, and tenants responsibilities and rights are outlined in the law.

Commissioner Fix asked if there were any comments, questions, or concerns regarding the CDBG hearing and there were none.

Commissioner Fix closed the hearing at 10:24 a.m.

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Virtual attendees: Curtis Witham, Park Russell, Tony Vogel, Jennifer Morgan, Lori Hawk, Jessica Murphy, Jim Bahnsen, Jared Collins, Shelby Hunt, Michael Kaper, BGM, Jeff Barron, Amy Brown-Thompson, Abby King, Baylie Blevins, Deborah, Aubrey Ward, Marcy Fields, Stacy Hicks, Lynette Barnhart, Tiffany Daniels, Ashley Arter, Melissa Connor, Brian Wolfe, and Josh Horacek.

**Pledge of Allegiance**

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

**Announcements**

None.

**Approval of Minutes for February 27, 2024**

On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to approve the Minutes for the Tuesday, February 27, 2024, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Jeff Fix

**Approval of Resolutions from the Fairfield County Board of Commissioners**

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

- |              |  |
|--------------|--|
| 2024-03.05.a | A Resolution Approving the Appointment of Ms. Kellie Smith to the Fairfield County Board of Developmental Disabilities   |
| 2024-03.05.b | A Resolution Authorizing a Fund-to-Fund Transfer – General Fund #1001 to Capital Improvement Fund #3435  |
| 2024-03.05.c | A Resolution Authorizing Fund-to-Fund Transfers from the General Fund # 1001 to: #4550, #4809, #4851, #4714, #4819, & #4878 for Debt Service Payments for 2024         |
| 2024-03.05.d | A Resolution Approving to Appropriate from Unappropriated in a Major Expenditure Object Category Relating to the American Rescue Plan (ARP) Fiscal Recovery Fund #2876 |
| 2024-03.05.e | A Resolution Authorizing a Fund-to-Fund Transfer for the 2nd Half 2024 Allocation for Soil & Water   |

Commissioner Fix had the opportunity to meet with Ms. Smith at the opening of the STARLight Center and was appreciative of her willingness to serve.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Jeff Fix

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

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

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Commissioner Fix thanked Ms. Cordle, Ms. Mattei, Ms. Saleh, Mr. Hillberry, Mr. Szabrak, Mr. Vogel, and Mr. Kochis for their assistance with the township and village meetings.

**New Business**

Treasurer Bahnsen stated the Land Bank is in the process of their biennial audit which is being performed by an outside source.

Clerk of Courts Meyer spoke about being in the Fairfield Center for a year and about the drivers' examinations being offered. The annual report provided highlights the signed agreement with the Attorney General for debt collection.

Commissioner Fix asked how many days a week that driving exams are offered.

Clerk of Courts Meyer replied that driving exams are offered Tuesday – Saturday.

Mr. Noland stated the Roadway Design Manual update is near completion and that GIS is assisting with accessing storm systems for their stormwater utility project.

County Auditor, Dr. Carri Brown spoke about a new portal allowing her office to submit payments electronically to the state. She thanked Dan Neeley and his team for identifying items on the server at the Engineer's office. She added that she attended virtually and presented at the National AGA conference.

Mr. Kochis spoke about the first super load that would be affecting traffic in the northwest corner of the county.

Commissioner Fix asked if the county should expect issues regarding the April 8th solar eclipse.

Mr. Kochis replied that the county is not in the path of totality and that a 39% chance of clouds has been forecasted. He added that the airport hangars are going out for bid.

Director Clark thanked the Commissioners for the opportunity to present on the PACT, and thanked Sarah Fortner for her outstanding participation on the PACT Leadership Advisory Board.

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Austin Lines and Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; JFS Deputy Director, Heather O'Keefe; JFS Deputy Director Sarah Fortner; Clerk of Courts, Branden Meyer; RPC Planners Safa Saleh and Josjua Hillberry; JFS Budget Director, Josh Crawford; Economic and Workforce Development Director, Rick Szabrak; Utilities Deputy Director, Josh Anders; FCFC Manager, Tiffany Wilson; Interim RPC Director, Holly Mattei; Juvenile & Probate Judge, Terre Vandervort; Sergeant Carsey; JFS Assistant Deputy Director, Stacey Bergstrom; and Deputy Engineer, Mitch Noland. Also present: Kasey Farmer, Teri Watson, Sherry Pymer, Betty Bennett, and Jo Price.

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**Approval of Resolutions from Fairfield County Job and Family Services**

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

- 2024-03.05.m      A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund# 2072, Public Children's Services
- 2024-03.05.n      A Resolution Authorizing the Approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Carealot Transport

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

**Approval of a Resolution from the Fairfield County Juvenile & Probate Court**

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

- 2024-03.05.o      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Probate Court; 20231600, Computer Fund

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

**Approval of Resolutions from the Fairfield County Regional Planning Commission**

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

- 2024-03.05.p      A Resolution to Approve the Fairfield County Flood Damage Prevention Regulations

Resolution 2024-03.05.p was approved as amended. The amendment included the addition of a whereas clause repealing and replacing resolution 2012-05.22.c.

- 2024-03.05.q      A Resolution to Approve a contract between the Fairfield County Board of Commissioners and the Village of Thurston for Nonresidential Building Inspection Services

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

**Approval of a Resolution from the Fairfield County Sheriff**

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

- 2024-03.05.r      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category

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2024-03.05.f      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fairfield County Probation Fund #2365

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Jeff Fix

**Approval of Resolutions from Fairfield County Economic & Workforce Development**

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

2024-03.05.g      A Resolution Regarding the Reappointment of Nathan Hale to the WIOA Area 20 Workforce Development Board

2024-03.05.h      Approval for a Space Use Agreement between Fairfield County Commissioners and Eastland Fairfield Career Technical School for Use of the Workforce Center

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Jeff Fix

**Approval of Resolutions from the Fairfield County Engineer**

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

2024-03.05.i      A Resolution Requesting the Fairfield County Commissioners to Commence Legal Action Against 8312 Chesapeake Way for Obstructions or Interference of the County's Drainage Easement

2024-03.05.j      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, County Engineer Find #2024 - Motor Vehicle for Contractual Services

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Jeff Fix

**Approval of Resolutions from Fairfield County Facilities**

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

2024-03.05.k      A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with AmeriCoat Asphalt & Concrete

2024-03.05.l      A Resolution to Approve a Contract Amendment between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

Roll call vote of the motion resulted as follows:

Voting aye thereon: Steve Davis and Jeff Fix



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

**Approval of a Resolution from Fairfield County Utilities**

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

2024-03.05.s            A Resolution Authorizing Utilities to Purchase Two Work Trucks from  
Bob Boyd Dodge

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

**Approval of the Payment of Bills**

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

2024-03.05.t            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: Steve Davis and Jeff Fix

**Adjournment**

With no further business, On the motion of Steve Davis and the second of Jeff Fix, the Board of Commissioners voted to adjourn at 10:43 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, March 12, 2024, in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH.





# AGENDA

## BOARD OF COMMISSIONERS

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

**Tuesday, March 5, 2024**  
**9:00 a.m.**

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

### 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, AED Awareness and Demonstration, 9:00 a.m.

Garrett Blevins

### 4. Child Protective Services – PACT Highlight, 9:30 a.m.

### 5. CDBG PY2024 Hearing, 10:00 a.m.

### 6. Public Comments

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

### 7. Legal Update

### 8. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. Fairfield 33 Development Alliance Board Meeting, March 7, 2024, 8:30 a.m., FMC River Valley Campus, 2384 N. Memorial Dr., Lancaster
  - ii. State of Pickerington, March 7, 2024, 11:00 a.m., Wigwam Event Center, 10190 Blacklick-Eastern Rd. NW, Pickerington
- f. Correspondence
  - i. Memo from the County Auditor, February 29, 2024, Subjects: Update on Legal Description Reviews; The Conveyance of Property Fact Sheet; County Requirement to Pay Assessment and Hearing Expenses of the Tax Commissioner; and Sunshine Week Plans
  - ii. The Fairfield County Auditor's Office: Wins of the Week, February 29, 2024

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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

- iii. Press Release, Workforce and Economic Development Director, Rick Szabrak, March 3, 2024, “Career Readiness Program to Offer Career Expo to Area High School Students and Local Businesses”
- iv. Meals on Wheels Fairfield County, 2025 Levy Budget Exhibits, 2025 Budget Packet, and 2023 Annual Report to the Community
- v. Press Release, Fairfield County Clerk of Courts, Branden C. Meyer, March 5, 2024, “Clerk of Courts Branden Meyer Appointed to the Commission on the Rules of Superintendence”
- vi. Press Release, Fairfield County Clerk of Courts, Branden C. Meyer, March 5, 2024, “Clerk of Courts Pickerington Title Office Opens Driver’s Exam Station”
- vii. Press Release, Fairfield County Clerk of Courts, Branden C. Meyer, March 5, 2024, “Clerk of Courts Title Office Celebrates One Year at the Fairfield Center”
- viii. Fairfield County Clerk of Courts’ 2023 Annual Report
- ix. Correspondence regarding Industrial Solar Projects in Fairfield County
- x. Correspondence Regarding the Proposed Taylor Rd. and I-70 Interchange
- xi. Auditor’s Ledger: News from the County Auditor’s Office, received February 28, 2024

### 9. Old Business

### 10. New Business

- a. Updates from Elected Officials in Attendance

### 11. Regular (Voting) Meeting

### 12. Adjourn

### 13. Fairfield County 2-1-1 Visit, 11:00 a.m.

### 14. Fairfield County Safety Fair, Fairfield County Workforce Center, 11:30 a.m. – 1:00 p.m.

### 15. RLF Loan Review Committee Meeting, Fairfield County Records Center, 2:00 p.m.

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

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**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 2.29.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,850,303.41 has been appropriated, \$19,575,902.79 expended, \$4,715,075.84 encumbered or obligated.

<b>12Project/Category</b>		<b>As of 2/29/24 Appropriations</b>	<b>As of 2/29/24 Expenditure</b>	<b>As of 2/29/24 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,490,552.26	3,402,130.19	88,422.07
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,600,361.39	1,389,477.29	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	216,766.09	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,483,675.50</b>	<b>6,111,075.31</b>	<b>88,422.07</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 2.29.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,850,303.41 has been appropriated, \$19,575,902.79 expended, \$4,715,075.84 encumbered or obligated.

<b>Project/Category</b>		<b>As of 2/29/24 Appropriations</b>	<b>As of 2/29/24 Expenditure</b>	<b>As of 2/29/24 Obligation</b>
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	400,000.00	261,854.84	137,500.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	71,240.00	25,460.00
<b>Subtotal Negative Economic Impacts</b>		<b>5,426,803.88</b>	<b>3,011,821.60</b>	<b>2,414,337.12</b>
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		<b>39,554.00</b>	<b>39,554.00</b>	<b>0.00</b>
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		<b>27,907.72</b>	<b>27,907.72</b>	<b>0.00</b>
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	444,480.86	93,929.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00

**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 2.29.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,850,303.41 has been appropriated, \$19,575,902.79 expended, \$4,715,075.84 encumbered or obligated.

Project/Category		As of 2/29/24 Appropriations	As of 2/29/24 Expenditure	As of 2/29/24 Obligation
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	613,000.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	456,309.05	377,690.95
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>6,232,104.14</b>	<b>2,341,808.52</b>	<b>1,834,620.63</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	369,959.32	687.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	372,221.42	2,778.58
R61d	MARCS Tower Project	520,000.00	481,278.50	38,721.50
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,521,524.42	2,320,282.13	245,996.88
R61h	Community School Attendance Program	491,074.99	228,707.35	77,391.23
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	187,879.35	12,120.65
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00

**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 2.29.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,850,303.41 has been appropriated, \$19,575,902.79 expended, \$4,715,075.84 encumbered or obligated.

<b>Project/Category</b>		<b>As of 2/29/24 Appropriations</b>	<b>As of 2/29/24 Expenditure</b>	<b>As of 2/29/24 Obligation</b>
<b>R61l</b>	Auditor Historical Records Scanning	0.00	0.00	0.00
<b>R61m</b>	Engineer's Radios	80,000.00	80,000.00	0.00
<b>R61n</b>	Auditor Printers	4,357.66	4,357.66	0.00
<b>R61o</b>	Auditor Copiers	11,893.30	11,983.30	0.00
<b>R61p</b>	Bremen ADA Ramps	26,954.00	26,954.00	0.00
<b>R517a</b>	Beavers Field Utilities	20,896.18	20,896.18	0.00
<b>Revenue Loss</b>		9,237,995.47	7,720,077.63	377,696.02
<b>Administration</b>				
R71a	Administrative Expenses	402,262.70	323,658.01	0.00
<b>Subtotal Administration</b>		402,262.70	323,658.01	0.00
<b>Grand Total</b>		<b>\$27,850,303.41</b>	<b>\$19,575,902.79</b>	<b>\$4,715,075.84</b>



ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
FEBRUARY 26, 2024 TO March 03, 2024

Fairfield County Commissioners

- AA.02.27-2024.c An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.02.28-2024.b An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]

Fairfield County Facilities

- AA.02.27-2024.a An Administrative Approval for an Agreement on the Repair of the Rear Patio at the Fairfield Center with Samczuck Masonry. [Facilities]
- AA.02.28-2024.a An Administrative Approval for an Agreement for construction services in office space at the Fairfield Center with William Hoag Enterprises. [Facilities]

Fairfield County Family and Children First Council

- AA.02.26-2024.a Administrative Approval authorizing a Contract Agreement between Lancaster YMCA: Robert K. Fox YMCA and Fairfield County Family and Children First Council for childcare for the First Five Years Parenting Class [Family and Children First Council]
- AA.02.27-2024.b Administrative Approval authorizing a Placement Agreement between Christian Children's Home of Ohio, Parents/Guardians of N.W. and Fairfield County Family and Children First Council for Residential Treatment. [Family and Children First Council]

Fairfield County Information Technology

- AA.02.27-2024.d An Administrative Approval to approve the change order on the Duo Deployment Statement of Work between CDW Government, LLC and the Fairfield County Board of Commissioners [Information Technology]

Fairfield County Utilities Department

- AA.03.01-2024.a An administrative approval of a bank transfer for the County Utilities Department February 2023 [Utilities]



To: Fairfield County Commissioners & Staff  
 From: Dr. Carri Brown, County Auditor  
 Date: February 29, 2024  
 Subjects: Update on Legal Description Reviews; The Conveyance of Property Fact Sheet; County Requirement to Pay Assessment and Hearing Expenses of the Tax Commissioner; and Sunshine Week Plans

**Update on Legal Description Reviews**

We are tracking legal description reviews as part of our monitoring process. There are significant increases in the workload.

Time Period A	Count A	Time Period B	Count B	Change
<b>Legal Description Reviews</b>				
Feb 2024 (As of 2.23)	767	Feb 2023	693	+10.68%
Jan 2024	1025	Jan 2023	645	+58.91%

**The Conveyance of Property Fact Sheet**

Several counties have used our Conveyance of Property Fact Sheet as a model. The fact sheet is designed to help residents navigate the process to convey or transfer property. The fact sheet is attached. CCAO policy professionals have also commented on the usefulness of the fact sheet.

**County Requirement to Pay Assessment and Hearing Expenses of the Tax Commissioner**

The county has a requirement to pay assessment and hearing expenses of the state tax commissioner in accordance with ORC 5715.36. Historically, those expenses have been paid out of the Real Estate Assessment Fund. However, the ORC requires payment from the general fund. We have reserved \$1,700 from the general fund, from the County Auditor’s current budget, to accommodate these expenses. If there are significant fees presented, we will communicate and request appropriations for these expenses. The expenses have varied over time; but for the past three years the amounts have not been more than \$4,000. The code section was reviewed as we were creating manuals for training. We have made the adjustment to pay appropriately from the general fund.

**Sunshine Week Plans**

For Sunshine Week in March, we plan to issue a public service announcement from Weights and Measures (outlining some helpful hints to avoid skimmer scams), a notice about food pantry donations (from the state’s settlement with Family Dollar stores), and information about popular reporting. We will also issue additional reminders about CAUV applications that have not been returned to the office yet.

**CONTACT US!**

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



## **Conveyance of Property – County Auditor Procedures**

*Please note, this document is not legal advice. This document is an informational tool to help citizens navigate processes connected with the County Auditor's Office. Deeds and other instruments of conveyance are not reviewed by the Auditor's Office for legal compliance. We encourage you to consult an attorney for questions you have about real property conveyance. The Auditor's Office does not provide legal guidance on the preparation of deeds or conveyance of real property. If you need an attorney, the County Auditor's Office will not be able to make a referral. You can obtain a list of attorneys from the Fairfield County Bar Association: [Fairfield.County.Bar@gmail.com](mailto:Fairfield.County.Bar@gmail.com)*

**The County Auditor's Office often receives questions about what needs to be done to navigate the process to convey or transfer property. One of the most common questions the County Auditor's Office receives is: "Where can I find a conveyance fee statement form?"**

Conveyance fee statement forms can be found at: <https://www.co.fairfield.oh.us/auditor/fc-auditors-online-forms.html>. Representatives from your title company or real estate attorneys may help you prepare and file conveyance fee statement forms. In general, for conveying property, the required documents are typically a deed (or an instrument of conveyance) and the conveyance fee statement (known as a DTE 100 or 100EX).

**Another question that arises is: "As I am working with my attorney to prepare a deed or conveyance instrument, how do I make sure that the legal description of the property complies with County Conveyance Standards?"**

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 the transfer. For review of the *legal description and its compliance with Conveyance Standards*, prepared deeds can be emailed to [maproom@fairfieldcountyohio.gov](mailto:maproom@fairfieldcountyohio.gov).

### **Dropping Off Documents**

Conveyance instruments and conveyance fee statements can be dropped off to the County Auditor's transfer desk once the legal description has been approved for compliance with Conveyance Standards. The Auditor's Office standard office hours are Monday-Friday 8:00 a.m. to 4:00 p.m., and the office is located at 108 N. High St., Lancaster OH, 43130. Documents can also be submitted by mail to the Fairfield County Auditor: Attn: Conveyance, 108 N. High St., Lancaster, Oh, 43130.

### **Electronic Filing**

Electronic filing options do exist through Simplifile; however, we understand if you are a one-time filer this may not be the most practical for your situation. If you would like more information on the Simplifile process, visit this link: <https://simplifile.com/e-recording/e-recording-network/e-recording-in-ohio/e-recording-in-fairfield-county-ohio>.

### **Fees**

The transfer fee is \$.50 per parcel - this applies to both exempt and non-exempt transfers. The conveyance fee is \$4.00 per thousand of consideration (if money is changing hands).

### **Recorder's Office Contact Information**

For more information on the recording process once the transfer process is complete, please visit [www.ohiorecorders.com](http://www.ohiorecorders.com) or contact the Fairfield County Recorder's Office at (740) 652-7100.



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

**February 29, 2024**

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

- This week, we have received a lot of **positive feedback from property owners** who appreciate the levy estimator tool. While the feedback is anecdotal, the most common comment has been how the estimator has helped voters put things in perspective and allowed them to evaluate things in a positive way.
- Thanks to **Noel, Julie, and Heidi for participating in the Diversity, Equity, Inclusion and Belonging sessions** with the Lancaster-Fairfield Chamber of Commerce. We all appreciated receiving the insightful information.
- Directors and managers have been working on succession plans for the long-term future. Thanks for the thoughtful analysis. **We are happy to be fully staffed and to have such a cohesive and learning team.**
- Bev and Carri attended a meeting to learn more about **Tax Increment Financing** tools on Tuesday.
- Thanks to **Stacy Knight and Jess Ferguson** for attending the United Way banquet this year – what a great event! Thanks to our culture champions!
- We congratulate **ADAMH on the opening of Starlight**. It was fun to attend the Open House and show our support.
- We received the final 2023 Tech Cred reimbursement! We await the response on the **2024 Tech Cred application**.
- Carri participated in the **CAAO property tax committee** on Wednesday. This group is offering advocacy for improvement of the **Owner Occupancy Credit and Homestead program**, among other things, to offer property tax relief to residents.
- Carri attended online training with the **Association of Government Accountants** on Wednesday and Thursday. This training is part of maintenance of the Certified Government Financial Manager designation she holds.
- **Agency (fiduciary) financial reports have been reviewed** and filed within the Auditor of State Hinkle system. This year, we created a foundation that will be helpful in future years.

### CONTACT US!

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

**February 29, 2024**

- Thanks to Jen Dickerson for initiating a process that allows for us to offer **messages on electronic paycheck advices**. **The first message will be to highlight DD Awareness Month. We are thankful for the good work DD does in our community.**

★ **Bev Hoskinson attended a training session with the State Treasurer this week. Fairfield County is participating in a pilot for a portal to distribute Housing Trust payments. The lessons learned with the pilot will help the whole state.**

- Thank you to **Kayla Speakman for setting up an AMAZING flowchart** for Cigarette License processing. Not only is it a well-designed chart it is easy to follow and a helpful tool for the staff.
- We have received **several requests for presentations** this week. The requests are for our Jeopardy game, a session on proper public purpose, and a general review of Auditor roles and functions.
- Thanks to **Nick Dilley** for offering great tips and tricks to support GIS users.
- Did you know that **800 tax maps** have been created for Fairfield County? Thanks to GIS for their support of the full county.
- Thanks to **Meagen Bowland for her attention to safety as floor warden**. She is dedicated to her task, and we appreciate her dedication.
- Thanks to **Noel Sodders** for working hard to prepare for committee meetings with the County Treasurer staff.
- Thanks to **Josh Harper for helping a resident understand the reappraisal process**, as the resident was paying attention to media and thought that Fairfield County was in a reappraisal process this year, such as is the case with Franklin and Delaware.
- Thanks to **Dave Burgei and his committee** for the continued progress with the lot split process improvements.

★ **We are celebrating Weights and Measures week next week – and thanks to the Board of Commissioners for the proclamation.**

★ **Several attorneys have requested our BOR handbooks. Thanks to Linda O'Toole for keeping the handbook updated; this is a useful tool for the state.**

★ **Thanks to GIS for the Map of the Month. The Heritage District is already excited to share the map!**

★ **And special thanks to the GIS team for preparing a special map relating to the solar projects upon request of a resident.**

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March 3, 2024 - For Immediate Release

Contact: Rick Szabrak, 740-652-7162 / [rick.szabrak@fairfieldcountyohio.gov](mailto:rick.szabrak@fairfieldcountyohio.gov)

## **Career Readiness Program to Offer Career Expo to Area High School Students and Local Businesses**

The Fairfield 33 Alliance’s Career Readiness Program will host a Career Expo from 9:30 am to noon on March 21, 2024, at the Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll, OH 43112. The Expo will be open to 11<sup>th</sup> and 12<sup>th</sup>-grade students interested in pursuing a local career.

Students will have a chance to connect with local businesses and explore the career opportunities offered throughout Fairfield County. Businesses representing skilled trades, manufacturing, logistics, sales and service, and healthcare will be in attendance. Students do not need to have formal training or certifications in these fields. Many employers are willing to train employees in the careers represented.

The Career Readiness Program, in partnership with local businesses and school districts, helps students earn an endorsement that proves they are ready to embark on a career. The goal of the program is to help students enter the workforce while helping businesses fill the gap on in-demand jobs locally.

“Many high school students don’t realize the career opportunities available to them directly after graduation,” said Karie Stone, Fairfield County Career Navigator. “Graduates from our programs are finding jobs with good wages that provide career growth. We prepare these students with the essential skills needed for these careers. The Expo is a great way for these young adults and employers to network with one another. We hope that students walk away with the best prospects for a future career and employers have amazing candidates for employment.”

“As the Career Readiness Program continues to gain recognition around the state, it is becoming more apparent than ever that creating the opportunity for students to interact with local businesses while still completing their education provides them with a vision for their futures,” said Rick Szabrak, Fairfield County Economic and Workforce Development Director. “This is an amazing opportunity for students to meet with more than 60 local employers to learn about jobs and companies they aren’t familiar with. It’s also a great way for employers to find their future employees and future leaders.”

Businesses that are interested in the event can contact Bayley Fields at [bayley.fields@fairfieldcountyohio.gov](mailto:bayley.fields@fairfieldcountyohio.gov). Priority will be given to Career Readiness business partners and businesses offering full-time positions with good starting pay and an identified career path. Students can learn more at [Fairfield33.com/Career-Readiness](https://Fairfield33.com/Career-Readiness).

###

# Career Expo

## Career Event for 11th & 12th Graders Attending School in Fairfield County

March 21, 2024  
9:30 am - Noon  
Fairfield County  
Workforce Center

Employers are hiring for...

Full-time /Part-time  
Internships  
Summer Employment  
Apprenticeships

Manufacturing - HVAC - Electrical  
Healthcare - Automotive  
Sales and Service  
Governmental Agencies  
Post Secondary Education

**Students:**  
Check with school  
counselor or  
administrators  
about attending!

Visit the link below for more information:

[www.fairfield33jobs.com/student-career-readiness.html](http://www.fairfield33jobs.com/student-career-readiness.html)

2024





**2025 LEVY BUDGET EXHIBITS**

**EXHIBIT DESCRIPTION**

- 1 Cover Letter
- 2 2025 Levy Budget (alongside our full operating budget for 2025 with columns for previous year budget to the right.)
- 3 Description of Line Items 9900 & 530000 (which is our capital equipment purchases and contracted services)
- 4 Salary by Position (details wages by department)
- 5 Year End Units of Service Report
- 6 Annual Specification Compliance Review COAAA
- 7 Meals on Wheels Fairfield County Annual Report





Exhibit #1

February 2, 2024

To: Aunie Cordle  
County Administrator  
Fairfield County Commissioner's Office

From: Anna Tobin  
Executive Director  
Meals on Wheels of Fairfield County, Inc.

Subject: 2025 Levy Budget Packet

Please find the enclosed 2025 levy budget and operations budget as approved by the Meals on Wheels Board of Trustees on January 25, 2024. Also included in the budget packet are the supporting documents, the annual report, 2023 units of service report, and the annual compliance review by COAAA. The financial audit will not be completed until later in the year. Once we have approval from the State, we will forward a copy of it to your office.

I look forward to meeting with you and the commissioners at a determined time to review the 2025 submission and answer any questions.

Sincerely,

Anna Tobin  
Executive Director

MEALS ON WHEELS-OLDER ADULT ALTERNATIVES OF FAIRFIELD COUNTY, INC.

Exhibit #2

**2025 Budget**

REVENUE		Proposed 2025 Levy	Proposed 2025 Full	Approved 2024 Levy	Approved 2024 Full
4000	Public Support including fundraising		42,400		26,000
4500	2025 levy Funds Collected	4,640,000	4,640,000	3,160,000	3,160,000
	Unappropriated funds on account needed in the 2025 budget	147,115	147,115	625,742	625,742
4600	Grants		10,240		10,240
5000	Contract Revenue		963,360		779,381
6000	Program Revenues		224,580		197,740
6300	Misc. Revenue		16,000		6,000
6600	Interest		54,000		2,400
<b>TOTAL REVENUE- levy funds represent 74% of our budget</b>		<b>\$4,787,115</b>	<b>\$6,097,695</b>	<b>3,785,742</b>	<b>4,807,503</b>
EXPENSES		77% levy			
7000	Salaries; incl. vacation, sick, holidays*	1,843,383	2,394,004	1,364,264	1,771,772
7100	Employee Taxes, BWC	211,134	274,200	132,440	172,000
8000	Professional Fees	99,854	129,680	100,393	130,380
8100	Supplies and Raw Food	867,034	1,232,200	815,801	1,131,800
8200	Telephone	9,148	11,880	9,148	11,880
8300	Office Expenses	26,565	34,500	28,490	37,000
8400	Occupancy	103,142	133,950	74,867	97,230
	property taxes	3,080	4,000	4,000	4,000
8500	Rental/Maintenance	35,297	45,840	32,340	42,000
8600	Printing/Promotion	10,511	13,650	30,569	39,700
8700	Fleet Expense	146,993	190,900	120,621	156,650
8800	Training/Recognition	9,240	12,000	7,367	9,567
8900	Specific Assistance	429,443	535,316	298,031	366,989
9000	Dues/License/Subscriptions	3,581	4,650	3,088	4,010
9100	Travel Expense	1,848	2,400	1,848	2,400
9200	Fundraising Expense	6,930	9,000	4,620	6,000
9400	Miscellaneous	4,582	5,950	3,080	4,000
9500	Insurance	295,353	383,575	218,776	284,125
530000	Service Provider Contracts/ personal care/homemaking	170,000	170,000	170,000	170,000
53111	Levy Fees	70,000	70,000	50,000	50,000
550305	Grants to community	240,000	240,000	170,000	170,000
<b>TOTAL OPERATING EXPENSES</b>		<b>\$4,587,115</b>	<b>\$5,897,695</b>	<b>3,639,742</b>	<b>4,661,503</b>
CASH FLOW OPERATIONS		\$200,000		146,000	
9900	<b>Less 2025 Capital Expenditures</b>				
	Hot Shot	40000	40000	55,000	55,000
	Delivery Vehicle Replacement	30000	30000	30,000	30,000
	Delivery Vehicle additional-3 for STNA	90000	90000	30,000	30,000
	Computers	15000	15000	15,000	15,000
	Walkin freezer	25000	25000	16,000	16,000
	<b>Total</b>	<b>200,000</b>	<b>200,000</b>	<b>146,000</b>	<b>146,000</b>
<b>CASH FLOW</b>		<b>0</b>	<b>0</b>	<b>0</b>	
<b>Levy Account Projected Balance Year End 2025</b>					
	<b>Projected carryover levy funds coming into 2024 fiscal year</b>	<b>1,197,608</b>			<b>1,823,350</b>
	<b>Unappropriated funds used in 2025 budget</b>	<b>147,115</b>			<b>625,742</b>
	<b>Balance of Levy funds on account going into 2024</b>	<b>1,050,493</b>			<b>1,197,608</b>



<b>Line item: 530000 Contract Services</b>		<b>Exhibit #3</b>
<b>Contracts Agreements:</b>	<b>Proposed Contract Amount</b>	<b>Services Provided</b>
Honor Home Healthcare	\$5,000	Homemaking, Personal Care, IH Respite
Canal Winchester Human Services	\$10,000	Transportation
Center for DisAbilities	\$30,000	Transportation
Interim Healthcare of Lancaster	\$45,000	Homemaking, Personal Care, IH Respite
Home Helpers	\$30,000	Homemaking, Personal Care, IH Respite
Right at Home	\$35,000	Homemaking, Personal Care, IH Respite
Home Instead	\$15,000	Homemaking, Personal Care, IH Respite
<b>Total Provider Services</b>	<b>\$170,000</b>	
<b>Line Item 9900</b>		
Hot Shot	40,000	
Delivery Vehicle Replacement	30,000	
Vehicle additional-3 STNA	90,000	
Computers	15,000	
Walk in Freezer	25,000	
<b>Total</b>	<b>200,000</b>	

Meals on Wheels Older Adult Alternatives of Fairfield County, Inc			Exhibit # 4		
FINAL					
COMPENSATION REPORT-2025					
POSITIONS	Levy	Percentage of Levy to Full	Intergovernmental and Other	Percentage of Intgovernmental and Other	Total
Executive Director	73,195	0.77	21,863	0.23	95,058
Director of Nutrition Services	41,742	0.77	12,468	0.23	54,210
Director of Administrative Services	47,433	0.77	14,168	0.23	61,601
Director of Aging Services	42,269	0.77	12,626	0.23	54,895
Nutrition Services- 15 FT 34 PT	1,000,005	0.77	298,703	0.23	1,298,708
Aging Services- 12FT 7 PT	522,520	0.77	156,077	0.23	678,597
Administrative Services 3FT 1 PT	116,220	0.77	34,715	0.23	150,935
Totals	1,843,383	0.77	550,621	0.23	2,394,004

Total staff -76 for year 2025

30 Full Time

34 Part time

New In-Home services team- 5 FT & 1 PT

(LSW, RN, 3 STNA; Scheduler)

2 new transporters- 2 PT



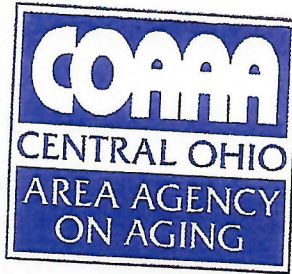
Year to Date Statistics December 2023 **Exhibit 5**

<b><u>NUTRITION DIVISION</u></b>	<b>Clients Served</b>	<b>YTD Units 12/31/2023</b>	<b>Unit Defined</b>	<b>STLY Served</b>	<b>STLY Units 12/31/2022</b>
Commodities Supplemental Food Program	367	3,128	One Food Box	394	3,169
Congregate Meals	562	34,145	One Meal	442	24,839
Ensure Nutritional Supplement	51	186	One Case	61	205
Home Delivered Meals	1,588	280,797	One Meal	1,443	258,401

**AGING SERVICES DIVISION**

Activities	128	1,230	One Instance	220	2,984
Application Assistance	0	0	One Hour	0	0
Assessments	1,612	1,281.50	One Hour	1,501	1,222.00
Case Management	465	278.00	One Hour	493	371
Chore Assistance	5	5	One Task	2	3
Durable Medical Equipment	311	3,814	One Client	270	3,326
Friendly Visitor	9	69.75	One Visit		
H.E.A.P.	0	0	One Hour	0	0
Home Repair	40	\$29,861.40	Dollars Spent	28	\$19,865.28
Homemaking	144	2,288.25	One Hour	106	1,855.75
Emergency Response Systems	578	5,256	Per Month	532	4,964
Medication Dispensers	12	69	Per Month	8	38
Personal Care	30	2,300.00	One Hour	20	1,328.50
Pet Program	63	444	One Service	43	304
Phone Incoming Referrals/Assistance		12,457	One Phone Call		22,431
Representative Payee	26	681.75	One Hour	28	825
Shopping Assistance	25	173	One Delivery	31	188
Tele-Friend	28	70.5	One Hour	33	77.25
Transportation (one-way trips)	110	1,919	One-Way Trip	94	1,074
Utilities Assistance (Shut-Off)	9	\$4,182.85	Dollars Paid	0	\$0
<b><u>CAREGIVER SUPPORT:</u></b>					
CSP Daycare	0	0	One Day	0	0
CSP ER Home Delivered Meals	0	0	One Meal	3	114
CSP Emergency Utility	0	\$0.00	Dollars Paid	1	\$892.08
CSP Home Repair	0	\$0.00	Dollars Spent	1	\$2,200
CSP In-Home Respite	27	1,935.50	One Hour	24	1,715.00
CSP Institutional Respite	0	0	One Day	0	0
CSP Lifeline ERS	14	117	One Month	9	58
CSP Medication Dispenser	1	3	One Month		





Your Aging and Disability Resource Network

3776 South High Street  
Columbus, Ohio 43207-4012  
www.coaaa.org/ email: coaaa@coaaa.org

(614) 645-7250  
1-800-589-7277  
(614) 645-6200 TTY/TDD

October 23, 2023

Anna Tobin, Executive Director  
Meals on Wheels/Older Adult Alternatives of Fairfield County, Inc.  
1515 Cedar Hill Road  
Lancaster, Ohio 43130

Dear Ms. Tobin,

The Title III Older Americans Act Compliance review for Meals on Wheels/Older Adult Alternatives of Fairfield County, Inc. was conducted on October 18, 2023. Various policies, procedures, participant service documentation, personnel documentation, insurance as well as SAMS/Wellsky data were reviewed for compliance.

Title 3 Contract requirements

**Criminal Background Checks:** Database searches and fingerprint results letters were present for the personnel reviewed. No deficiencies identified.

**Policy/Procedures:** All required policies and procedures were present, including current insurance coverage.

**SAMS/Wellsky:** ~~J. Curran~~ was missing a Disaster rank; ~~C. Hainey~~ was missing Poverty status; and three participants, ~~C. Curran~~, ~~M. Curran~~, ~~D. Heilmann~~, were listed in Wellsky as having a Low nutrition risk score however their most recent nutrition risk indicated they were at high risk.

- Submit evidence this information has been updated in Wellsky. Due date: December 23, 2023.

**Consumer Contributions:** Documentation of cost share and voluntary contributions were present.

Home Maintenance and Chores/Home Modification

Participants reviewed: ~~E. Meadows~~, ~~D. Simlet~~, ~~D. Haynes-Hockinadel~~

Personnel reviewed: ~~S. Sowers~~, Pipeworks

There were no deficiencies identified.

Supportive Service

Participants reviewed: ~~C. McCabe~~, ~~D. Maitland~~, ~~D. Maitland~~, ~~D. Yarbrough~~, ~~D. Ziglar~~

Personnel reviewed: ~~C. Rogers~~, ~~A. Locke~~, ~~J. McDonald~~

There were no deficiencies identified.

Transportation

Participants reviewed: ~~M. Amato, M. Bitter, R. Sain, L. Trimmer, W. Rager~~

Personnel reviewed: ~~L. Mohler, V. Pasone, Fairfield Center for Disabilities~~

(B)(4)(g) requires providers obtain a unique identifier of the consumer or their caregiver to attest to receiving the trip. Many of the participants that were transported were not signing for their trips in the time period reviewed. This was discussed during the review and the process of obtaining signatures for trips has already been implemented. No plan of correction is required.

Nutrition Services

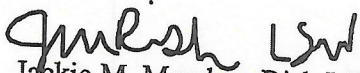
Participants reviewed: ~~R. Goehard, W. Gussman, H. Haag, M. Haag, F. Hoy, E. Mahone, L. Bittinger, M. Currens, J. Currens, E. Schouka, G. Hainmayer, S. Know, D. Jurett, V. Smeffer, J. Strawn, D. Darius, T. Deberstein~~

Personnel reviewed: D. Raver, M. Walsh

173-4-05.1 (F)(1)(c) requires a unique identifier of the consumer or their caregiver to attest to receiving the meal. Consumers attending congregate sites off-site were not signing for receipt of meals in the time period reviewed. This was discussed during the review and the process for obtaining signatures for meals at congregate sites will be implemented. No plan of correction is required.

Thank you for the continued service to older adults in Fairfield County. I have enclosed a signature page for you to sign, date and return ensuring receipt of this letter. Call with any questions or concerns.

Regards,



Jackie M. Marchan-Rish LSW  
Provider Relations Specialist  
Central Ohio Area Agency on Aging  
Phone and Fax: 614-645-1907  
[jmarchan@coaaa.org](mailto:jmarchan@coaaa.org)



2023 STRUCTURAL COMPLIANCE REVIEW

SIGNATURE PAGE

My signature below verifies receipt of the 2023 Older Americans Act summary for MOW/OAA of Fairfield County.

Anna Tobin, Executive Director  
Provider staff name and title (please print)

Anna Tobin  
Provider staff signature

10-23-2023  
Date

Mail, Fax or E-mail to Jackie Marchan-Rish

Central Ohio Area Agency on Aging  
3776 S. High Street  
Columbus, Ohio 43207  
Fax: (614) 645-1907  
E-mail: [jmarchan@coaaa.org](mailto:jmarchan@coaaa.org)



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(614) 645-6200 TTY/TDD

**NATIONAL FAMILY CAREGIVER SUPPORT PROGRAM EXIT SUMMARY**

**Partner:** Meals on Wheels/Older Adult Alternatives of Fairfield County  
**Review date:** October 18, 2023  
**Reviewer(s):** Jackie Marchan-Rish LSW, Cheryl Wilson LSW  
**Partner staff present:** Anna Tobin, Executive Director  
**Quarter reviewed:** July-September 2023

**Caregivers/Care Recipients reviewed:** ~~Harry Haug/Marilyn Haug, Nathan Kelly/Alison Kelly, Debra Cooper/Charles Burnham, John Woodard/Randall Woodard, Catherine Samuels/Charles Samuels, Becky Yarbrough/Donna Yarbrough~~

**Personnel/Subcontractors reviewed:** Interim Healthcare, Home Helpers  
**Services reviewed:** Supplemental, Emergency Response (provided in-house), Personal Care

**SAMS/Wellsky**

All demographic information was present for the caregivers and care recipients that were reviewed.

**Assessments**

An initial Caregiver Assessment is required and then every six-months for those caregivers receiving on-going services. The purpose of the assessments is to determine the needs of the caregiver and if the the services provided. ~~N. Kelly~~ had a reassessment July 26, 2023 however it was not documented in Wellsky; ~~B. Yarbrough~~ missed a reassessment in 2022 (due November 2022).

*Submit evidence the reassessment for ~~N. Kelly~~ has been entered in Wellsky. Due date: December 23, 2023.*

**Initial Enrollment**

All caregivers and consumers must be informed of certain rights upon enrollment (Section 314 of the Older Americans Act), opportunity to donate towards service, and Cost Share (depending on service). The opening packet of information that is provided to all consumers at the start of service contains all the required information.

**Monitoring of subcontractors**

Partners are required to conduct annual monitoring of all subcontractors. If the subcontractor is monitored by another entity (PASSPORT, Ohio Department of Health, etc.) then obtaining a copy of their most recent survey meets this requirement. If they are not monitored by another entity, it is your responsibility to ensure services are provided in compliance with the Older Americans Act (criminal background checks, qualifications, etc.). The two subcontractors used for service, Home Helpers and Interim Healthcare, are both providers for your levy and are monitored on an annual basis.

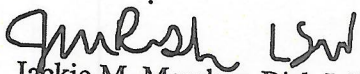
**Unit of Service Verification**

Partners are required to conduct a billing audit annually on a minimum of 50% of the subcontracted providers, reviewing at minimum 10% of the consumers serviced. Time sheet documentation is submitted by Home Helpers and Interim Healthcare and reviewed prior to payment; documentation of supplemental services provided and paid was present.

**All Evidence of Compliance and/or Plans of Correction are due to me no later than 4pm December 23, 2023.**

Thank you for your assistance with the review and thank you for the assistance you provide to caregivers in need.

Regards,



Jackie M. Marchan-Rish LSW

Provider Relations Specialist

Central Ohio Area Agency on Aging

Phone and Fax: 614-645-1907

[jmarchan@coaaa.org](mailto:jmarchan@coaaa.org)



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(614) 645-6200 TTY/TDD

## National Family Caregiver Support Program Unit of Service Verification Review

**Provider:** Meals on Wheels/Older Adult Alternatives of Fairfield County

**Review date:** October 18, 2023

**Services reviewed:** Personal Care, Emergency Response, Supplemental Service

**Month(s) and year reviewed:** July-September 2023

**Total number of units billed:** 1018.21

**Total number of units documented:** 1018.21

**Total number of units over-billed:** 1018.21

**Error rate (# of units over billed/# of units billed):** 0

### Next steps:

✓ *None needed; there were no errors found.*

Plan of Correction needed.

Evidence of Compliance needed.

COAAA fiscal department will make necessary adjustments and contact you if further action is needed.

FIFTY **50** YEARS

MEALS **on** WHEELS™ FAIRFIELD COUNTY

CONNECTING OUR PAST WITH OUR FUTURE



2023

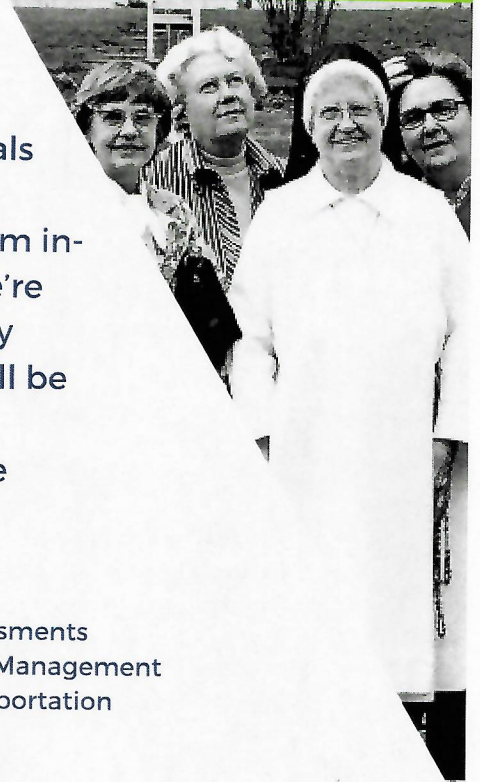
**ANNUAL REPORT**  
TO THE COMMUNITY



Our foundress, Sr. Lucille Stewart started a movement for assisting vulnerable older adults in the community by providing a simple meal. Today, the agency continues her work and is serving more individuals with a wider variety of services. We're more than just a meal.

## More than a meal.

Serving over 2,800 individuals and delivering over 312,000 meals during 2023 is a big accomplishment. In addition to meals, the agency provided 24,472 units of supportive services ranging from in-home healthcare to personal emergency response systems. We're proud to be here for every aging person living in Fairfield County providing assurance that they are not alone, that their needs will be met, and that they can continue to live dignified lives in the environment of their choice. We've learned a great deal over the past 50 years and are excited about our future.



- Home Delivered Meals
- Congregate Meals
- Supplemental Food Boxes
- Liquid Supplements
- Grocery Delivery



- Assessments
- Case Management
- Transportation



- In Home Health Care Services
- Caregiver Support
- Adaptive Equipment
- Medicine Dispensers
- Personal Emergency Response Systems



- Home Repairs
- Chore Assistance
- Rent Assistance
- Utility Assistance



- Tele-friend
- Friendly Visitor
- Behavioral Health Services
- Safety Checks



- Pet Support
- Payee Service
- Recreation & Educational programs
- Medicare Counselling

We  our  
volunteers!

173 dedicated volunteers  
7,935 hours of service  
66,240 meals delivered  
23,637 miles driven  
\$237,623 contributed labor



# COMMUNITY OUTREACH GRANT RECIPIENTS

FAIRFIELD 211  
FAIRFIELD COMMUNITY ACTION  
GUARDIANSHIP SERVICE BOARD  
LANCASTER-FAIRFIELD PUBLIC TRANSIT  
OLIVEDALE SENIOR CENTER  
PICKERINGTON SENIOR CENTER  
SALVATION ARMY ADULT DAY CARE  
UNITED WAY OF FAIRFIELD COUNTY-TAX PROGRAM  
VOLUNTEER GUARDIAN PROGRAM

# COMMUNITY PARTNERS

ADAMH BOARD  
AGELESS COUNSELING  
CANAL WINCHESTER HUMAN SERVICES  
CENTER FOR INDEPENDENCE  
FAIRFIELD COUNTY VETERAN'S SERVICES  
FAIRFIELD HEATING & COOLING  
HOME HELPERS  
HONOR HOME HEALTH  
INTERIM HOME HEALTH  
PIPEWORKS  
PURDY CONSTRUCTION  
RIGHT AT HOME-PICKERINGTON  
SAMARITAN CENTER  
ST. VINCENT DEPAUL SOCIETY  
TROY LININGER CONSTRUCTION  
VETERAN'S COMMISSION  
VIOLET TOWNSHIP

---

## 2023 Board of Trustees

Dale Dixon-President	Wichert Insurance
Jeff Wagner-Vice President	Kumler Collision
Doug Smith-Treasurer	IMEG Corporation
Donna Fox-Moore-Secretary	Retired Social Services Admin.
Corey Clark	Job and Family Services
Margie McDonnell	Lanc-Fair Chamber of Commerce
Helen Harding	Retired RN
Ben Hill	CPA HHS & Company, LLC
Christa Moody	Retired Event Coordinator
Kari James	Fairfield Federal Savings and Loan
Howard Sniderman	Retired Healthcare Administrator
Jennifer Sitterley	Attorney, Sitterley Law LLC
Vicki Tauer	Retired, Healthcare Manager
Lara Wright	Case Manager, Fairfield Medical



**FAIRFIELD COUNTY CLERK OF COURTS**  
**Branden C. Meyer**

**FOR IMMEDIATE RELEASE**

March 5, 2024

(740) 652-7356

[clerkofcourts@fairfieldcountyohio.gov](mailto:clerkofcourts@fairfieldcountyohio.gov)

**Clerk of Courts Branden Meyer Appointed to the Commission on the Rules of Superintendence**

Fairfield County Clerk of Courts Branden Meyer was recently appointed to the Commission on the Rules of Superintendence for Ohio Courts by Chief Justice Sharon Kennedy.

Pursuant to Section 5(A), Article IV of the Ohio Constitution, the Supreme Court has general powers of superintendence over the courts of Ohio. In exercising this responsibility, the Court has promulgated the Rules of Superintendence for the Courts of Ohio. To assist in its review of these rules, the Court established the Commission on the Rules of Superintendence effective Jan. 1, 2006.

The Commission makes recommendations to the Court for adoption of new rules and amendments. Upon adoption by the Court, the rules become effective, and do not need to be submitted to the Ohio General Assembly for review.

The Commission consists of 19 members, including representatives of the various judges' associations, attorneys, magistrates, clerks of court, and court administrators. The Administrative Director or his or her designee serves as the Secretary to the Commission.

Clerk Meyer said he is "honored to be selected by Chief Justice Kennedy to represent the Clerks of Court on the Commission."

###



**FAIRFIELD COUNTY CLERK OF COURTS  
Branden C. Meyer**

**FOR IMMEDIATE RELEASE**

March 5, 2024

(740) 652-7356

[clerkofcourts@fairfieldcountyohio.gov](mailto:clerkofcourts@fairfieldcountyohio.gov)

**Clerk of Courts Pickerington Title Office Opens Driver's Exam Station**

Fairfield County Clerk of Courts Branden Meyer has signed an agreement with the Ohio Bureau of Motor Vehicles (BMV) to open a Driver's Exam Station at the Pickerington Title Office at the Fairfield Center located at 12945 Stonecreek Drive, Pickerington. Recently passed legislation allows for the BMV to contract with third parties such as Clerks of Court to provide this service.

Driver's Tests can be scheduled online at [www.FairfieldCountyClerk.com](http://www.FairfieldCountyClerk.com). The fee for a full test is \$40 or \$20 for a partial test (a partial test would be either maneuverability or road test). Same day/walk-in testing is \$50 for full test or \$25 for a partial test. The tests can be scheduled Tuesdays-Fridays between 8:30 a.m. and 4:30 p.m. and on Saturdays between 8:30 a.m.-11:30 a.m.

Clerk of Courts Branden Meyer said he is "excited to provide this additional service to make it convenient for those residents who live in and around Pickerington and Violet Township to be able to have their drivers' tests done here locally."

###





**FAIRFIELD COUNTY CLERK OF COURTS**  
**Branden C. Meyer**

**FOR IMMEDIATE RELEASE**

March 5, 2024

(740) 652-7356

[clerkofcourts@fairfieldcountyohio.gov](mailto:clerkofcourts@fairfieldcountyohio.gov)

**Clerk of Courts Pickerington Title Office Celebrates One Year at the Fairfield Center**

The Clerk of Courts celebrates one year at the Fairfield Center. Fairfield County purchased the former Ohio University Pickerington Campus in August of 2022. After renovations to the space, the Fairfield County Clerk of Courts Pickerington Title Office opened its doors on February 21, 2023. The Fairfield County Sheriff's Violet Township Substation and a few other county agencies including the Visitation Center also occupy space in the 30,000 square feet of space in this complex. The County rents space to New Horizons Mental Health Services and the District Office for Congressman Troy Balderson. The existing Pickerington BMV will relocate to this complex in Summer of 2024.

Clerk of Courts Branden Meyer said he is "very excited to be a part of centralizing and expanding county services in the northwest portion of Fairfield County."

###



# 2023 ANNUAL REPORT

## Fairfield County Clerk of Courts

BRANDEN C. MEYER  
*CLERK OF COURTS*

3/5/24





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# THE CLERK'S OFFICE

The function of the Clerk of the Common Pleas Court is to satisfy more than 250 state statutes and court rules. Among the responsibilities of the office are to: Provide public access to the records of the Common Pleas Court and the 5<sup>th</sup> District Court of Appeals; be the first stop in initiating any court action in civil, criminal or domestic relations court matters; collect and disburse court-ordered fees, fines, victim restitution in an expedient manner; receive, distribute and preserve official court documents; and be responsible for issuing and maintaining all motor vehicle and watercraft titles in Fairfield County. The Clerk of Courts office is made up of the following three departments: Administrative and Fiscal, Legal and Title.

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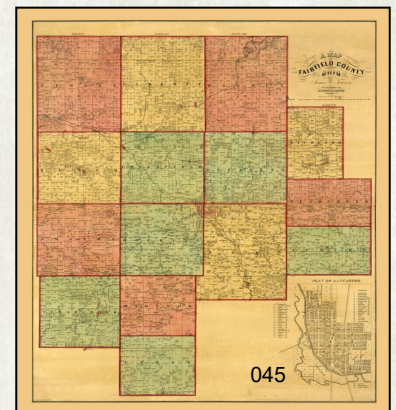
## MISSION

The Fairfield County Clerk of Courts Office is honored with the responsibility of serving the public by maintaining the records for the Common Pleas Court, the 5<sup>th</sup> District Court of Appeals and issuing/preserving all motor vehicle and watercraft titles in Fairfield County. Through our continuous quality improvement efforts, our team is dedicated to providing efficient, courteous and professional customer service.

---

## VISION

The vision of the Clerk is to anticipate, meet and exceed the expectations of our customers. We vow to remain compliant with the law, promise to hold our fiduciary responsibility to the highest possible standard and pledge to honor the trust bestowed upon this office with the utmost integrity, pride and respect.





---

# A HISTORICAL LOOK AT THE CLERK'S OFFICE

In Ohio, the Clerk of the Common Pleas Court, which was established by State Constitution in 1802, serves the citizens, the legal community, and the Common Pleas Court. The office was created by the state's founders to be responsive to the public, mindful of the taxpayers, and independent of the court itself.

In 1851, under the State Constitution, the position became an elected position for a three-year term and was extended to a four-year term in 1936. William Henry Harrison, ninth President of the United States was the Hamilton County Clerk of Courts when he was elected President in 1840. The first Fairfield County Clerk of Common Pleas Court was Hugh Boyle who was appointed in 1803. The Clerk serves as the official record keeper of the court and acts as a safeguard and processor of all monies collected.

---

## THE PRESENT

Today, Clerk of Courts Branden Meyer and his staff serves one of the fastest growing counties in the state. The office is committed to quality customer service, technological improvements for more efficient service and being fiscally responsible. The office has four locations to serve the public throughout the county; the legal offices are located in the Hall of Justice in downtown Lancaster, the Fairfield County Records Center also located in downtown Lancaster and two title offices, one in Lancaster and one in Pickerington.







*Branden C. Meyer*  
FAIRFIELD COUNTY CLERK OF COURTS

Hall of Justice • 224 E. Main Street • Lancaster, Ohio 43130

Dear Fairfield County Citizens and The Public We Serve:

I am extremely proud to present you with the 2023 Annual Report of the Fairfield County Clerk of Courts Office.

In this report you will read about the various departments within the Fairfield County Clerk of Courts Office and the productive ways we are assisting the public we serve. Through the many statistical charts and analysis, you will notice examples of how we are increasing productivity, listening to our customers, advancing technological efforts and finding creative solutions for meeting the needs of the public. And finally, you will find strong examples of how our dedicated employees continuously strive to improve the quality of our services.

With all the achievements highlighted in this report, we constantly recognize that there is always work to be done to ensure that:

- All the records for the Common Pleas Court and the 5<sup>th</sup> District Court of Appeals are properly maintained and secured;
- All motor vehicle and watercraft titles in Fairfield County are issued in the most efficient, lawful manner and preserved according to current provisions of the Ohio Revised Code;
- All financial functions and statutory fiduciary duties of the office are performed in the most transparent, ethical, and respectable manner; and
- All legal matters, including but not limited to civil, criminal, and domestic relations issues, are discreetly processed in order to form a foundation of trust, security and alliance with the customers we serve.

Because many of the employees of the Fairfield County Clerk of Courts office live in the same community as the people they serve, you will find a sense of tremendous pride and enormous commitment in every aspect of their work.

I trust that, through this year's report, you will find that we take a serious approach to our commitment to transparency, fiscal responsibility, and vision for the future.

Sincerely,

*Branden C. Meyer*

Fairfield County Clerk of Courts

# 2023 STATISTICS

## Administrative & Fiscal Department

The Clerk of Courts' Administrative and Fiscal Department provides integral support to both the Legal and Title Departments by overseeing all budgetary matters and performing the statutory fiduciary duties of the office by allocating funds, disbursing payments, and issuing bond, restitution, garnishment and refund checks. The office performs all financial functions and administrative related duties, including the processing of bills and payroll.



## Legal Department

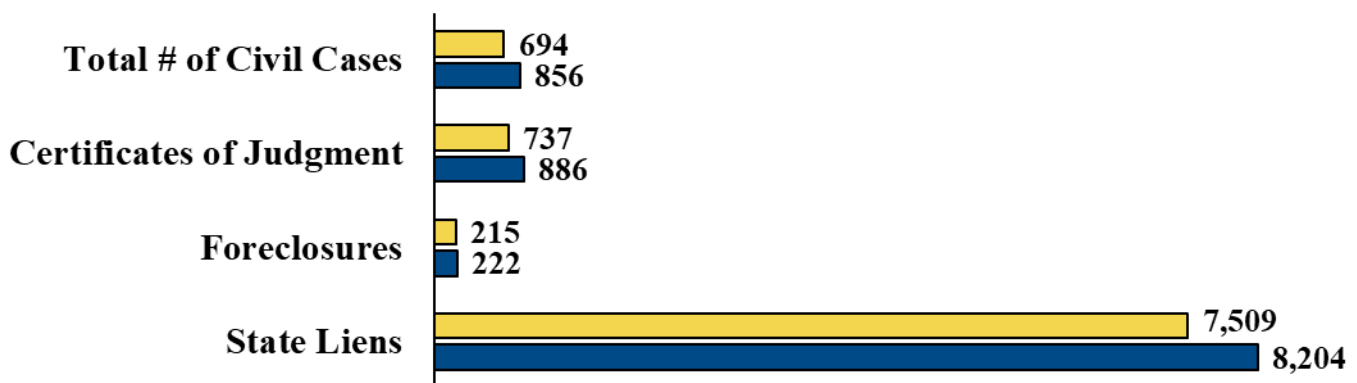
The Clerk of Courts' Legal Department handles documents or filings for five separate areas: the Civil Division, the Criminal Division, the Domestic Relations Division, the Court of Appeals Division and the Records Division. The Court of Common Pleas serves as a trial court for all civil, criminal, and domestic relations cases that occur within Fairfield County.

## Civil Division

The Civil Division docket all pleadings in foreclosures, money judgments, garnishments, and other miscellaneous civil actions. The Civil Division also issues and files summonses, subpoenas, writs, Certificates of Judgment, and all other related service in civil cases.

## Civil Division Statistics

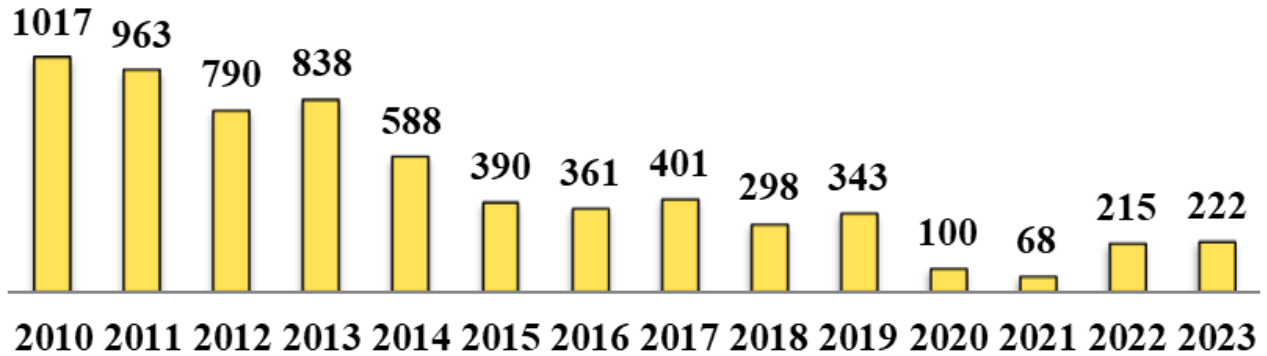
■ 2022 ■ 2023



# 2023 STATISTICS

*continued*

## 14-Year Foreclosure Chart

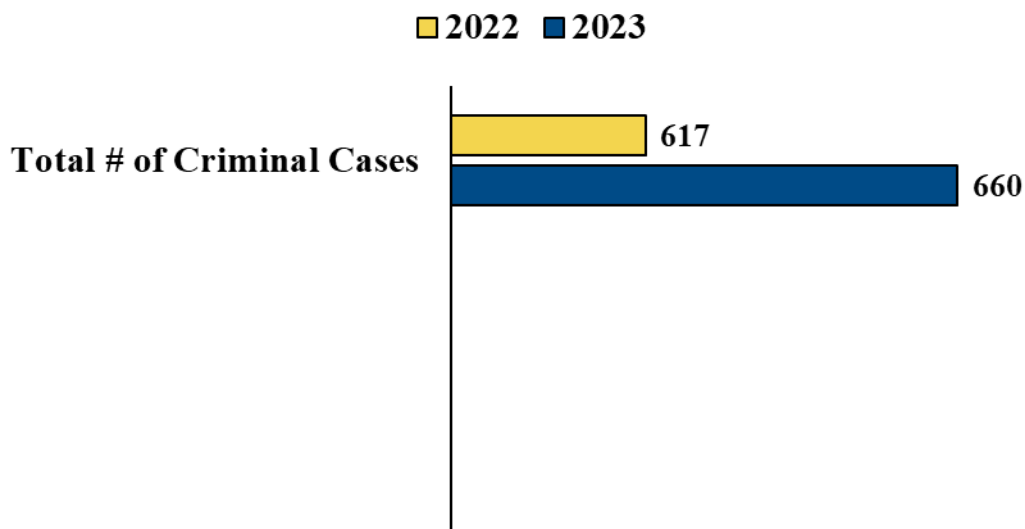


### Criminal Division

The Criminal Division files and docket all pleadings in felony criminal cases bound over to the grand jury and all grand jury indictments. The Criminal Division also issues summonses, subpoenas, warrants, capiases and all other related service in criminal cases.



### Criminal Division Statistics





# 2023 STATISTICS

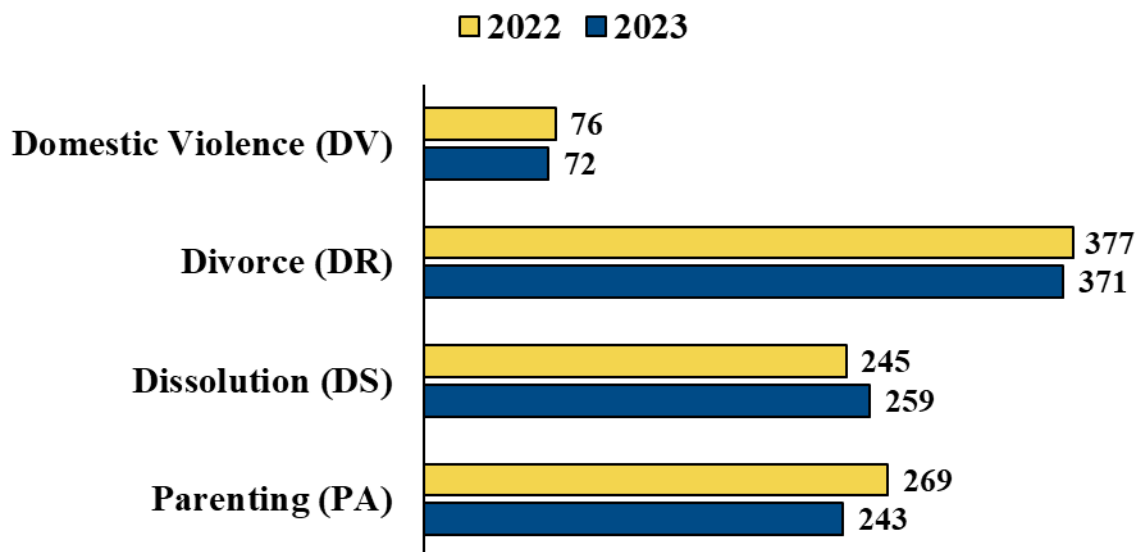
## *continued*

### Domestic Relations Division

The Domestic Relations Division files and docket all pleadings in divorce, dissolution, parenting, and other miscellaneous domestic actions. The Domestic Relations Division also issues and files summonses, subpoenas, capiases, and all other related service in domestic cases.

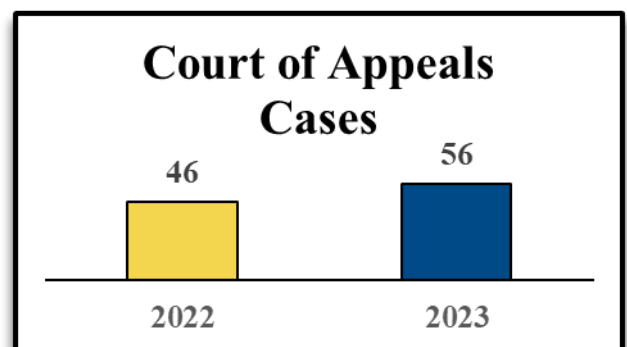


### Domestic Relations Division Statistics



### Court of Appeals Division

The Court of Appeals Division receives all filings and manages all paperwork relating to cases which have been appealed to the 5<sup>th</sup> District Court of Appeals. This includes any appeals from the Common Pleas Court, Juvenile/Probate Court, and the Municipal Court in Fairfield County. As indicated in the chart below, there were 46 Court of Appeals cases filed in 2022 and 56 Court of Appeals cases filed in 2023.



# 2023 STATISTICS

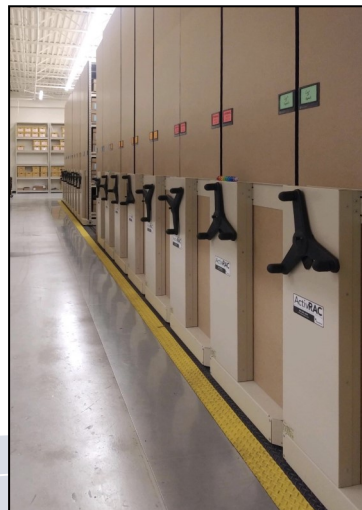
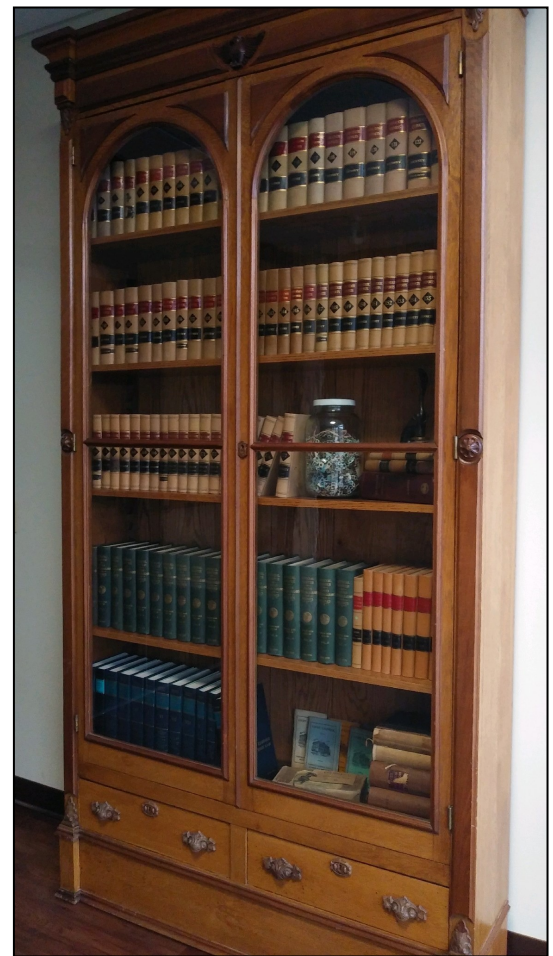
## *continued*

### Records Division

The Records Division of the Clerk's office is responsible for protecting, preserving, and disseminating official records in accordance with the records retention schedule according to state archival standards and state and federal law. The Records Division also provides public access to records for the Common Pleas Court manages public records requests and maintains over 22 million pages of documents for both the Legal and Title Departments. Records staff work in both the Hall of Justice and also at the Fairfield County Records Center.

### Fairfield County Records Center

In 2019, the move of the Clerk of Courts records which consisted of 3,456 boxes and 3,736 journals to the new Records Center was completed. Clerk of Courts staff re-boxed all files and assisted the other county departments on their individual moves to the new facility that included 6,658 boxes and 8,710 journals. The 16,320 square foot facility houses the records for nearly all county departments. In addition to records storage, the building houses offices for county departments and a training room that is used for trainings and meetings.



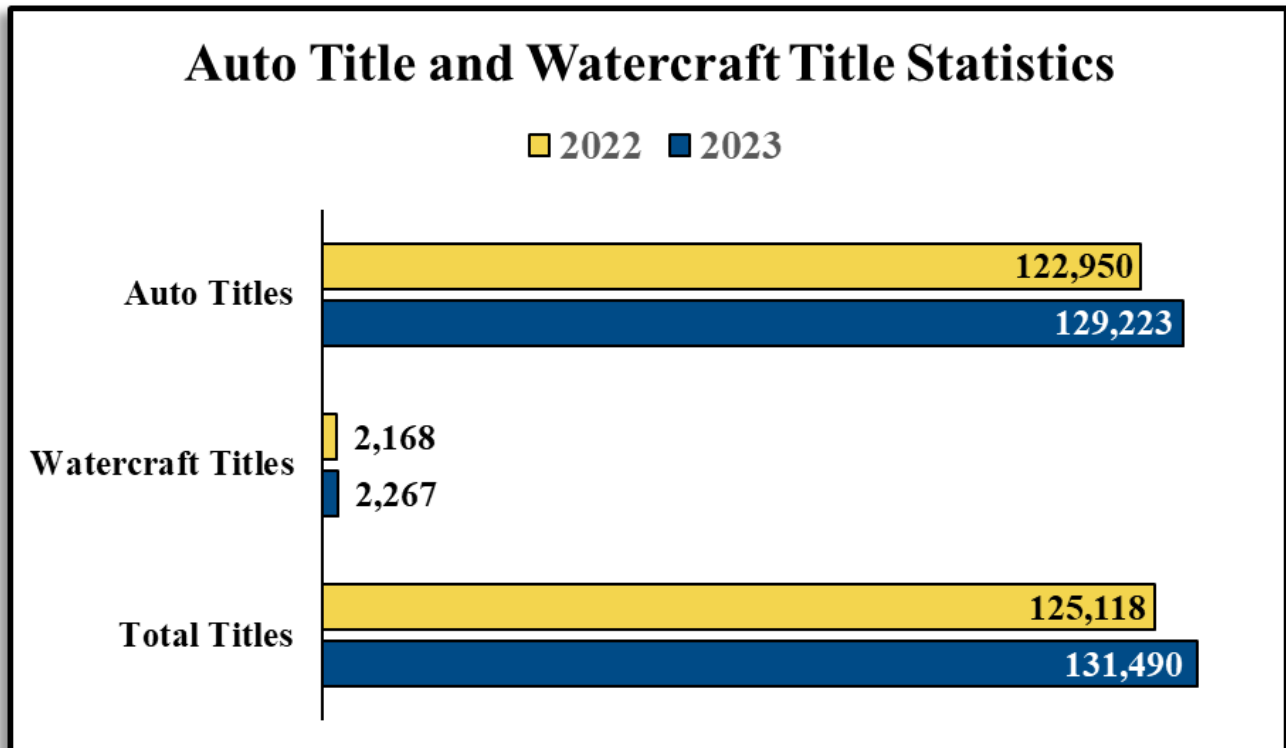
# 2023 STATISTICS

*continued*

## Title Department

The Title Department is responsible for issuing and maintaining all motor vehicle and watercraft titles in Fairfield County. This includes handling trailers, campers, motor homes, boats, and boat motors, all-terrain vehicles (ATV), off-highway motorcycles, wave runners, and jet skis. The Title Department also issues duplicate titles when the original has been lost or stolen, titles for new Ohio residents, and mobile home titles as well.

The Title Department processed 129,223 auto titles in 2023 compared to 122,950 in 2022 and processed 2,267 watercraft titles in 2023 compared to 2,168 in 2022. There were 131,490 total titles processed in 2023, compared to 125,118 in 2022, a increase of 6,372 titles.

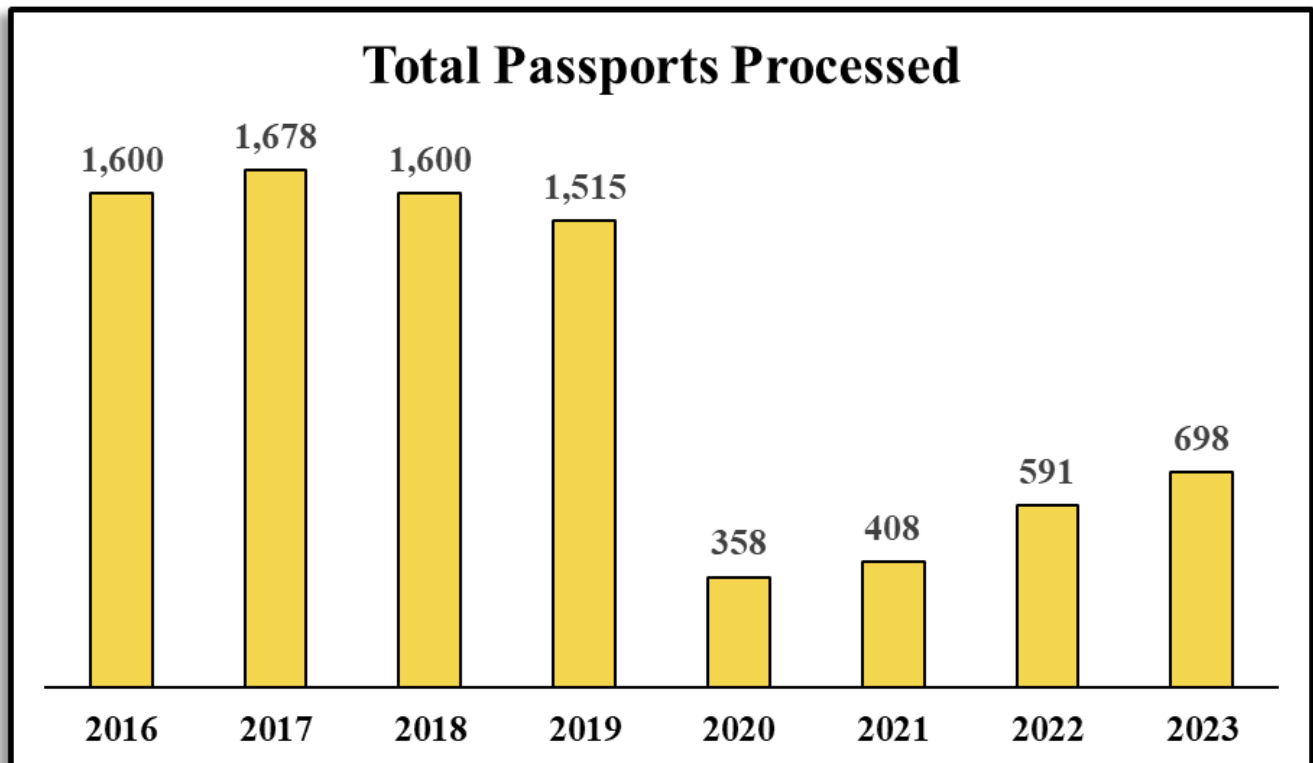


# 2023 STATISTICS

*continued*

## Passports

The Fairfield County Clerk of Courts has been designated as an authorized passport acceptance facility by the U.S. Department of State. Passport processing was temporarily suspended by the U.S. Department of State due to the COVID-19 pandemic. A total of 698 passports were processed within the title offices in 2023, compared to 591 passports in 2022. The Pickerington title office received a 100% passport inspection grade from the U.S. State Department (the Lancaster title office received a 100% grade in 2018).





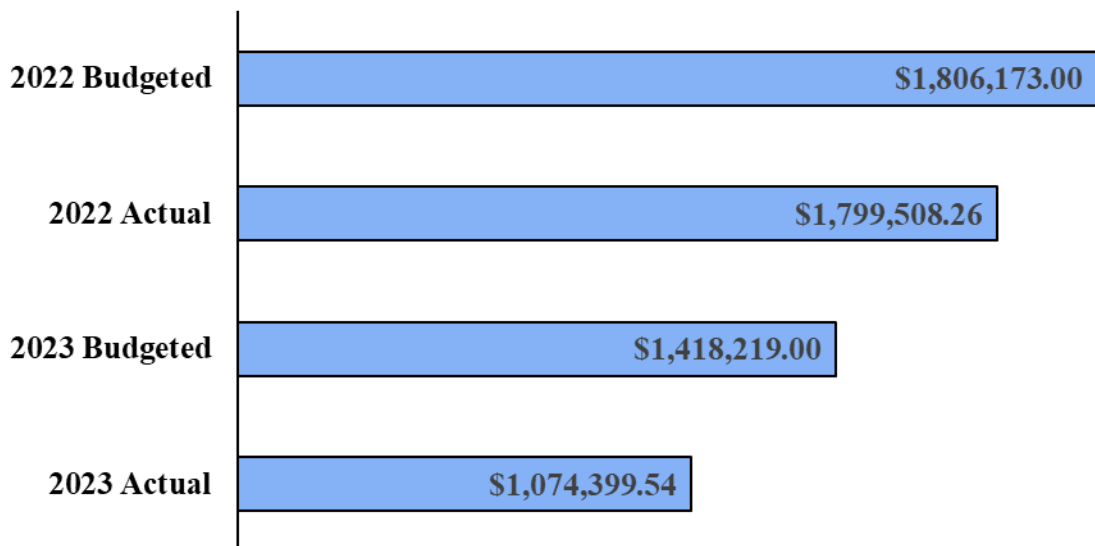
# 2023 BUDGET ANALYSIS



## Clerk of Courts- Legal (General Fund)



## Clerk of Courts- Title (Certificate of Title Fund)

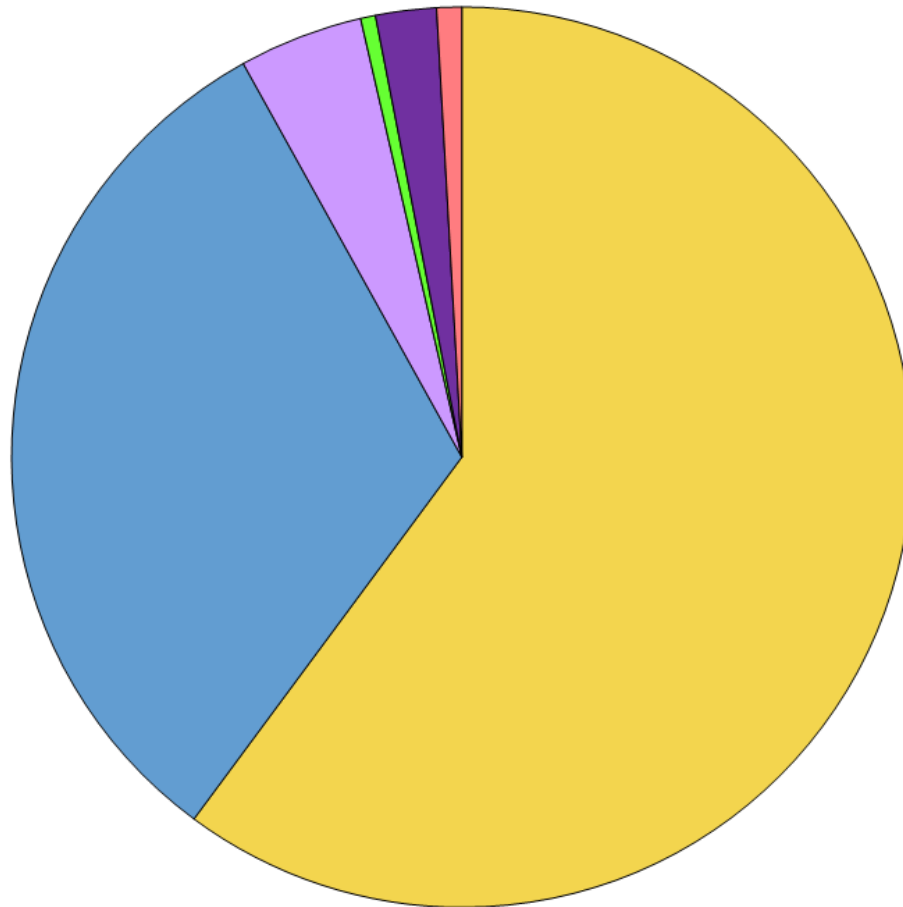


The legal operation is funded by a General Fund appropriation and the title operation is funded by the Certificate of Title Administration (CTA) Fund. The CTA Fund (See O.R.C. 4505) is generated from title fees and not included in the General Fund budget.

# 2023 EXPENSES:

## Legal Department (General Fund)

### Clerk of Courts- Legal (General Fund)



Employee Salaries- \$904,899.20

Employee Benefits- \$478,311.01

Contract Services- \$67,040.27

Training/Workshops/Travel/Fuel- \$8,081.23

General Office- \$32,829.32

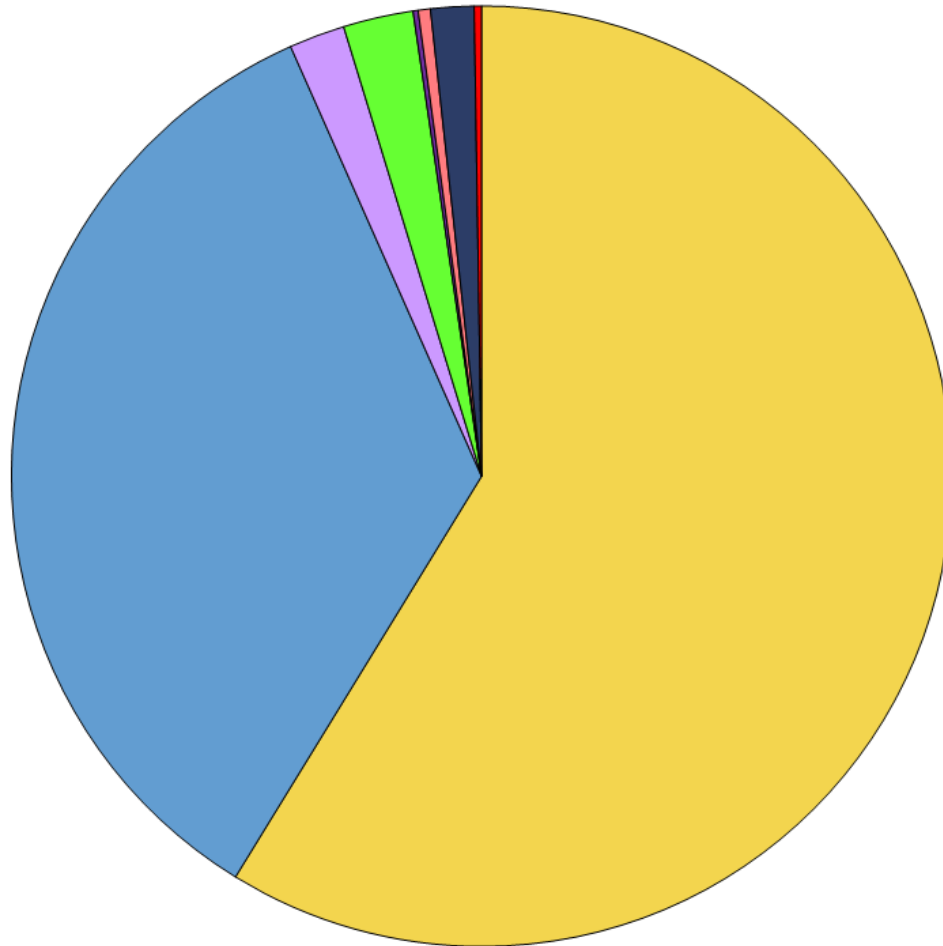
Vacation/Sick Payout- \$13,440.30

(Line items totaling less than \$2,500 omitted from chart)

# 2023 EXPENSES:

## Title Department (Certificate of Title Fund)

### Clerk of Courts- Title (Certificate of Title Fund)



- Employee Salaries- \$812,986.46
- Employee Benefits- \$478,225.73
- Vacation/Sick Payout- \$26,549.27
- Contract Services- \$33,330.43
- Repairs & Maintenance- \$2,388.77
- Training/Workshops/Travel/Fuel- \$5,836.21
- General Office/Furniture- \$20,536.95
- Hardware & Software- \$3,479.13

(Line items totaling less than \$2,500 omitted from chart)



# MONIES COLLECTED: GENERAL FUND AND CERTIFICATE OF TITLE

## LEGAL: GENERAL FUND

Account Distribution	
Clerk Fees Collected	\$519,288.55
Computer Fund	\$149,408.89
Garnishment Deposit Received	\$632,077.70
Deposit Money Received	\$3,463,583.27
Bond Money Collected	\$272,858.00
Probation Fees Collected	\$160,966.41
Other Misc. Fees and Fines Collected	\$655,083.61
<b>Total Monies Collected and Distributed</b>	<b>\$5,853,266.43</b>

## TITLE: CERTIFICATE OF TITLE FUND

County Remittance Summary			
	Amount collected and remitted to County	Amount collected and remitted to State	Total amount collected and remitted
Total Vehicle Fees:	\$1,226,695.50	\$387,197.00	\$1,613,892.50
Total Vehicle Taxes:	\$806,574.06	\$80,901,807.89	\$81,708,381.95
<b>Total Vehicle Fees and Taxes:</b>	<b>\$2,033,269.56</b>	<b>\$81,289,004.89</b>	<b>\$83,708,381.95</b>
Total Watercraft Fees:	\$26,253.00	\$7,236.00	\$33,489.00
Total Watercraft Taxes:	\$15,514.04	\$1,520,530.63	\$1,536,044.67
<b>Total Watercraft Fees and Taxes:</b>	<b>\$41,767.04</b>	<b>\$1,527,766.63</b>	<b>\$1,569,533.67</b>
Grand Total Fees:	\$1,278,303.50	\$394,520.00	\$1,672,823.50
Grand Total Taxes:	\$822,088.10	\$82,422,338.52	\$83,244,426.62
<b>Grand Total Fees and Taxes:</b>	<b>\$2,100,391.60</b>	<b>\$82,816,858.52</b>	<b>\$82,917,250.12</b>

# MONIES COLLECTED: COMPUTER FUND

## LEGAL: COMPUTER FUND

Account Distribution	
Computer Fund	\$152,130.88

# MONIES COLLECTED

Monies Collected by Payment Type	
Total ACH Payments	\$60,818,112.49
Total ADA Payments	\$3,651.18
Total Cash Payments	\$1,260,076.55
Total Check Payments	\$22,225,339.38
Total Credit Card Payments	\$1,679,194.23
Total EFT Payments	\$19,380.00
<b>Total Monies Collected by Payment Type</b>	<b>\$86,005,753.83</b>



# FUN FACTS

1,971=  
most titles  
processed in  
one day  
(June 6, 2016).

22,007=  
most titles  
processed in  
one month  
(March 2016).

1780=  
the oldest document in  
our historical archives is  
a land document from  
Thomas Jefferson  
(July 12, 1780).

223,586=  
Most titles  
processed in  
one year  
(2016).

1803=  
the year the first  
Fairfield County  
Clerk of Courts was  
appointed  
(Hugh Boyle).

5,210,311=  
website hits in  
2023.

[www.FairfieldCountyClerk.com](http://www.FairfieldCountyClerk.com)

\$7,800,0000=  
Total amount  
transferred (2014-2023)  
from the Certificate of  
Title Fund to the county  
General Fund.

41=  
the number of  
employees in the  
Clerk of Courts  
office.



# STAFF RECOGNITION AND ANNOUNCEMENTS



Fairfield County's Annual Employee Recognition Event: Angel Miller (5 years), Erin Robinson (5 years), Ashley Bevard (10 years), Angela Blackburn (10 years), Dolly Jones (10 years), Sandy Warner (10 years), Jeanie Wears (10 years), Blue Jones (15 years), Debbie Hall (20 years), Angela Kempton (20 years) with Chief Deputy Michelle Carper and Clerk of Courts Branden Meyer.

## RETIREMENT NEWS:

Chief Deputy Cathie Warner retired after 32 years of service.

Title Deputy Clerk Lisa Campbell retired after 26 years of service.

Title Deputy Clerk Robin Mathias retired after 27 years of service.

## EMPLOYEE NEWS:

Legal Manager Michelle Carper was promoted to Chief Deputy.

Erin Robinson was promoted to Legal Manager.

Betsy Thompson was promoted to Floor Supervisor.

*"A company's employees are its greatest asset and your people are your product."*

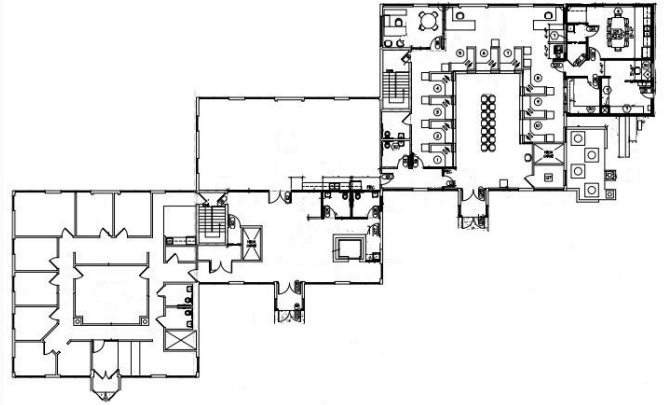
*- Richard Branson*



# 2023 ACCOMPLISHMENTS

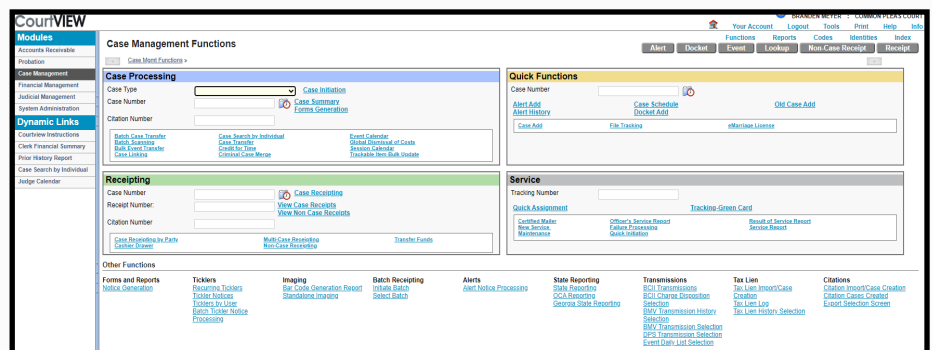
## Fairfield Center

Fairfield County purchased the former Ohio University Pickerington Campus to relocate the Sheriff's Violet Township Substation and the Clerk of Courts Title Office. A few other county agencies will relocate to space within this complex. The existing Pickerington BMV will relocate to this complex in Summer of 2024. The site also includes the District Office for Congressman Troy Balderson.



## Case Management System Conversion

The Clerk of Courts Office went through a conversion of the current case management system to the newest, updated web-based system CourtView 3. Other users of this system include the Common Pleas Court- General Division and Domestic Relations Division, Adult Probation, Prosecutor's Office, Sheriff's Office, and some sections within Job & Family Services.



## AG Debt Collection Program

The total 2023 collections received from partnership with the Ohio Attorney General's Office Debt Collection Program is \$78,840.80 as of December 31, 2023 (Domestic, Civil, and Criminal). Total collected amount since participation in the program began is \$366,653.42. Collections began at the end of calendar year 2015.

# OFFICE LOCATIONS



Administrative & Fiscal Department  
Legal Department  
Hall of Justice  
224 E. Main Street  
Lancaster, OH 43130



Records Division  
Hall of Justice and  
Fairfield County Records Center  
138 W. Chestnut Street  
Lancaster, OH 43130



Title Department  
Lancaster Title Office  
982 Liberty Drive  
Lancaster, OH 43130



Title Department  
Pickerington Title Office  
12945 Stonecreek Drive  
Pickerington, OH 43147

# STAFF DIRECTORY

## Clerk of Courts

Branden Meyer

## Chief Deputy

Michelle Carper

## Court Deputy/Bailiff

Deputy Jerry Seipel

## Administrative/Fiscal Department

**740-652-7356**

Britney Lee, Manager

Ashley Arter, Fiscal Specialist

Jessica Murphy, Fiscal Specialist

Cassie Strickler, Exec. Asst./Special Projects

## Legal Department

Erin Robinson, Manager (CV- Berens/CA)

### Civil/Criminal/Court of Appeals Divisions

**740-652-7360**

Betsy Thompson, Supervisor (CA/CR/CV)

Amanda McCrady (CR- Trimmer)

Angel Miller (CV)

Wendy Tharp (CR- Berens)

Colyn Weaver (CR/CV)

Jan Webb (CV- Trimmer)

### Domestic Relations Division

**740-652-7357**

Ashley Bevard (DR/DS/DV)

Carie Fragoso (PA)

Traci Less (DR/DS/DV)

Regina Long (PA)

### Records Division

**740-652-7358**

Christy Barker

Helen Berens

Jessie Bowlen

Brandy Brooks

Jennifer Hanes

Jeanie Wears

## Title Department

### Lancaster Title Office

**740-652-7540**

Kourtney Enyart, Supervisor

Tina Childers

Debbie Hall

Angela Kempton

Robin Mathias

Skyler McRae

Steve Sessler

Sandy Warner

### Pickerington Title Office

**614-835-2610**

Kristi Arter, Supervisor

Frank Abrams

Angela Blackburn

Karen Butcher

Valli Delaney

Dolly Jones

Patience Martin

Consuelo Michael

Katie Wilkerson

General inquiries may be sent to  
[ClerkofCourts@FairfieldCountyOhio.gov](mailto:ClerkofCourts@FairfieldCountyOhio.gov)

[www.FairfieldCountyClerk.com](http://www.FairfieldCountyClerk.com)



**From:** [Little Dog](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Solar corp.  
**Date:** Tuesday, February 27, 2024 5:17:53 PM

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

Please dont allow these industrial solar units here. They are bad for the eco system and do help promote global warming. They will effect our wild life in the area. My home will only be about 1 mile across the field. We dont want it here. Thank you tamela fese. 8480 ridge rd, amanda ohio

[Sent from Yahoo Mail on Android](#)

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

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

Dear Commissioners and Walnut Township Trustees,

I am a resident of <sup>Franklin</sup> Fairfield County in favor of the proposed Eastern Cottontail Solar project.


Eastern Cottontail will be a clean, quiet neighbor to our county while bringing the advantages of expanding our tax revenues and producing energy necessary to power our homes and businesses. Many municipalities, including our schools, will profit greatly from the creation of this project.

This is a win-win for local taxpayers, reducing the burden of raising taxes through levies and ensuring the school has a robust revenue stream for years to come.

**I am proud to be a part of supporting economic development that will have a lasting, positive impact on the education of our children within Fairfield County.**

This project is a great opportunity to show support for the development of Fairfield in a responsible way that benefits our community.

I urge you to support Eastern Cottontail Solar.

Name: Lisa Untzenich  


Address: 6816 Bisertan Blvd  
Canal Winchester, Ohio 43110

cc: Ohio Power Siting Board



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

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

Dear Commissioners and Walnut Township Trustees,

I am a resident of Fairfield County in favor of the proposed Eastern Cottontail Solar project.

Eastern Cottontail will be a clean, quiet neighbor to our county while bringing the advantages of expanding our tax revenues and producing energy necessary to power our homes and businesses. Many municipalities, including our schools, will profit greatly from the creation of this project.

This is a win-win for local taxpayers, reducing the burden of raising taxes through levies and ensuring the school has a robust revenue stream for years to come.

**I am proud to be a part of supporting economic development that will have a lasting, positive impact on the education of our children within Fairfield County.**

This project is a great opportunity to show support for the development of Fairfield in a responsible way that benefits our community.

I urge you to support Eastern Cottontail Solar.

Name:

*Melanie Ebaugh*

Address:

*2485 Prendergast Place  
Reynoldsburg, Ohio  
43068*

cc: Ohio Power Siting Board

February 29, 2024

To: Commissioners Steven Davis, Jeff Fix  
and David Levacy

I am writing to you as

- A landowner who will be directly affected by the proposed industrial solar complex in Amanda Township.
- A conservationist looking to protect and preserve the agricultural environment surrounding my home and highlight the potential damage to the water, soil and wildlife.
- A stakeholder who has invested a significant amount of time and money to improve and increase my property value.
- A mother who values raising my children amidst a rural expanse where they can be safe, play and explore peacefully as I did growing up in this same township.



While I understand and support the rights of property owners to do as they wish with their land, I too am a property owner. I purchased my home secure in knowing my township is zoned agricultural which would prohibit big business from developing the land around me. What consideration is there for my rights as a landowner when the beauty that is the farmland surrounding my property is devastated by an industrial solar venture masquerading as a “solar farm” project? Construction alone will bring years of persistent pounding and noise, dust pollution, drainage issues and flooding along with endless traffic that will overwhelm us. Not to mention the depreciation of all the properties impacted by these terrible nuisances, mine included.

Please consider my concerns and frank opposition to this project which are echoed by many in my community. I want to acknowledge and thank the Amanda Township Trustees for passing a resolution designating exclusionary zones to prevent the construction of large-scale solar facilities in unincorporated areas of our township. Please support Amanda Township and your constituents by creating exclusionary zones for these unincorporated areas.

Industrial solar devastating thousands of acres of agricultural wonder will upset peaceful, welcomed growth in our county.

Concerned landowner,

Sarah Pedigo Blanton

3473 Cedar Hill Road SW Amanda, Ohio 43102

2-27-73

To Our County Commissioners,

To make it easier, I am just going to list my concerns about solar panels in our county

1. Will the Township and County Roads be able to handle the industrial equipment and semi's driving and backing to the sites?
2. Will the Road workers be able to keep the roads repaired and safe along with the cost of repairs?
3. Is the county and township fire departments able to handle the battery fires that may happen?
4. What are the benefits to the people who live in our county? Will they be able to get electric from this? Do they have to move because of the noise from installing the panels or the sound of operation?
5. What happens to the ground when all the top soil is removed? it will never recover.
6. This county does not get enough sun light to operate the panels for more than four hours a day

(over) please



7. What harm will come to the environment from the drainage of water? Will our wells become saturated or polluted with any run off from the fields? Will the run off of drainage poison the drinking water for wild life, or pollute streams, creeks, and lakes?
8. There is a chance that these panels can explode along with the storage battery stations, does this effect the atmosphere around the houses, homes, and towns people.
9. These panels will interupt the lives of wild life and fowl birds, its bad enough that the animals are being pushed to cities and towns now to service.
10. The land that it takes to put these panels on is huge and are taking away from the food supply, and crops the farmers are growing and also acres that more homes could be built on.

11. These Solar Panels ARE NOT doing our county any good, they are helping other states, why is that? Let them supply there own and see how they like it. There is not enough studying been done on this to prove, they ARE safe and PROBLEM FREE, There has been too many shut down and decommissioned across the country for failure.

12. if this is going to happen will our TAXES go up, our PROPERTY VALUE, go Down, INSURANCE change, (Resident to Commercial) will people HAVE A VOICE with

13. What would our forefathers think about the way the people are being treated today if they knew that their hard work and rights they gave the people were being challenged today.

THANK YOU for your time and I hope you listen to the people.

Nancy Crupper  
 9385 Cotton Rd  
 Pleasantville, ME 04914

*John S. & Cynthia L. Long*

9684 Wagonwood Dr.  
Pickerington, Ohio 43147  
614-579-6359  
[jshermanlong@gmail.com](mailto:jshermanlong@gmail.com)  
[clong9684@gmail.com](mailto:clong9684@gmail.com)

February 25, 2024

Dear Mr Fixx

My name is John Long, I met you several years ago when you were on the Pickerington City Council. I was the choir director at Pickerington and then Pickerington Central for 38 years. I retired only to continue teaching at both Ohio University Lancaster and The Ohio State University. So I've been around since the fall of 1974 when I start with the Pickerington Local Schools.

I have seen so much change over the years from a 2 lane Rt 256 country road to what it is today. I do realize that traffic is a major issue there. The ODOT recommendation. I don't believe is in the best interest of our area.

I live in the Haaf Farms subdivision of Violet Township. We recently received a notice to attend a meeting about a new interchange project that will happen at Taylor Rd and I-70. I have enclosed a copy of the letter that I sent to Ty Thompson of District 5 of the Ohio Department of Transportation.

This meeting really came too late, in my opinion, as a lot of decisions have been made without input by the community. They've already got plans in place but at no time were we ever contacted about their desired interchange. Their meeting, which was last Thursday, February 22 was a meeting just to placate the residents. I feel that I have brought to ODOT some reasonable issues that would be caused by their proposed project. I also felt that I shared with them some good options. I doubt that any of these will ever be considered.

I wondered if the Fairfield County Commissioners were ever consulted in this major project? If you were not, I would certainly expect them to communicate with you. I would also expect that if you were not informed, that the Commissioners would raise a concern about that as well.

I would appreciate your insight on any of this project and would appreciate yours and the County Commissioners support of the people in the Haaf Farms subdivision and those that live in the surrounding area.

Thank you for your community service both here in Pickerington and Fairfield County.

Respectfully yours,



John S. Long



February 24, 2024

To: Ohio Department of Transportation

Re: Thought from February 22, 2024 meeting at Violet Township

To Whom It May Concern:

I appreciated the meeting last Thursday at the Violet Township offices. It was good to see the larger map of what is the proposed project for Taylor Rd. / 256 area.

All that being said, this meeting, although informative, should have happened well in advance of this one last Thursday. It appeared to me that this meeting should have happened when this concept of an interchange was first proposed. It seems to me that everything is set in stone. This meeting was just an opportunity to placate the area residents.

I have lived and taught in Violet Township for over 50 years so I have seen a lot of change during that time. As I look at the continued growth of the area, most of the building is happening either south or southeast of this proposed interchange. A more viable option would have been to put the interchange at Mink and I-70. If ODOT would have consulted with area residents way back when the initial decisions were made, you might have had better insight to the overall area.

I would love to know how many people on the committee that proposed this interchange live in the Pickerington / Violet Township area. I am guessing the answer would be few to none. It is quite obvious that ODOT planners and decision makers don't live here otherwise there might be a different and better result.

One of my main concerns where I live is that this interchange will create more congestion on St Rt 204. It is presently very congested and it is difficult to leave our subdivision. Presently it is not a safe situation and if this project is completed, it will add more and more traffic to the area making it more difficult to leave the area and increase safety risks.

I don't see any reason to try and expand Rt 204 because it will disrupt the lives of way too many people that live on that road. If the interchange is

placed at Mink St, very few people will have their lives disrupted. There are no large subdivision at that location.

If you go ahead with this project, traffic lights will be a “must” on Rt 204. I heard the other night that there will be a study. You really don’t need a study, just spend a couple days trying to enter and exit Haaf Farms and you’ll see what I am talking about.

My only suggestion for Rt 204 would be to fix the traffic tie up at Milnor Rd and Rt 204. More traffic heading westbound on 204 will just add to more congestion.

There is a back entrance to Haaf Farms off of Taylor Rd. Hopefully this is left “as-is.” It is presently just an entrance in to Haaf Farms but if it is made into a 2 way entrance/exit it will create terrible traffic on Haaf Farms Dr. which is already a Grand Prix racetrack as it is now. Before anything is done to that entrance I would survey the residents on Haaf Farms Dr. Many of these people have children that play outside. The PLSD School Buses make several stops and rarely are speed limits enforced on this road by local law enforcement.

As it appears that this project will begin in 2027, I would also encourage that a sound wall be built so that sound doesn’t affect the lives of the people in Haaf Farms. I heard that there was going to be a study done for this. I have worked with sound my entire life. Believe me, my hearing loss from too much noise is quite evident. The wall would provide some sound reduction to area that has homes worth \$400-\$600 thousand dollars. I would hate to say that property values would be diminished by this ODOT decision and project.

I realize that this letter may not change a thing. Obviously people have been paid to do the design, the plans etc. I just think this is not the right thing to do for the people that live here. Please evaluate your decisions on this project. I truly believe this is NOT a wise use of State money and when I have the opportunity, I plan to express that to our local representatives to the Ohio House and Senate.

In my opinion, ODOT needs to do the “right thing” with this project and if that means taking a step back and reevaluating it, then I encourage it. My

impression is that what I saw the other night has some merit but not in total. Also, I would recommend to the state to not look at the cheapest way or the easiest way to take care of the problem ***but do what is in the best interests of the people, their property and their lives.***

I feel that you must do the “right thing.” Sometimes that is hard to do but if it is the “right thing” to do for the people of this area, then it is worth the effort.

Respectfully yours,

John S. Long  
9684 Wagonwood Dr  
Pickerington, Ohio 43147  
614-579-6359  
[jshermanlong@gmail.com](mailto:jshermanlong@gmail.com)

**From:** [burst@emailmeform.com](mailto:burst@emailmeform.com) on behalf of [EmailMeForm](#)  
**To:** [Contact Web](#); [Menningen, Rochelle M](#)  
**Subject:** [E] County Contact Form  
**Date:** Wednesday, February 28, 2024 12:17:07 PM

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

**Your Name\*:** Michael Mager

**Office / Department\*:** Commissioners'

**Other: Department:** 9560 Haaf Farm Dr NW

**Email\*:** [mmager@insight.rr.com](mailto:mmager@insight.rr.com)

**Phone\*:** 7409271330

**What can we do to help?**

NOTE: If this is an urgent request please call the *appropriate office\**:

Dear sirs: Many people have concerns about the new Taylor road interchange off 204. 256 absolutely needs relief. The fear is that 204 traffic will become another 256 as most development in the north is east of Milnor and south of 204. County roads are not sized to handle the traffic volume being created now and this interchange will load 204 between Milnor and Taylor way more. Many question why Tollgate is not the better choice providing an exit midway between 256 and 310. This would seem to be a better future loading choice. It would not run anyone out of their way when time to traverse now is compared. This would flow traffic in two directions rather than in one. The developments along 204 are hard to get out of now and will become extremely so. The state seems incapable of timing existing lights now to allow breaks in the traffic streams. It will surely get worse if they don't. They "study" everything, but do what they think is best although they "receive public input". I doubt any drive it at peak hours or they might think differently. We are concerned with 204 traffic, the probable light pollution, noise, etc. that will occur. Will they mitigate it? Lighting does not need to light 200 feet off the roadway, but they will quote some code. Common sense and good engineering design are good codes also especially when a pretty high priced development is impacted. If you have any input to things like lights, noise and maybe even location ( likely no change ) your input to the state would be very welcome. In truth they don't really change anything because of public input ... at least I have not seen it. No one I know is against a "relief" exit but do seriously question if this is the wisest location choice for a full exit with the changes in the area since it was first planned MANY years ago. For context, I am a retired engineer with some experience with interstate and industrial road construction. I have lived in Haaf Farm for 30 years. I do thank you all for the no doubt difficult task of keeping the county a great place to live. Thank you. Mike Mager



# LANCASTER & FESTIVAL

February 26, 2024

Mr. Steve Davis, Mr. David Levacy and Mr. Jeff Fix  
210 E Main Street, #301  
Lancaster, OH 43130

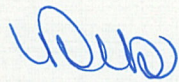
Dear Steve, Dave and Jeff,

Thank you for your support of the Lancaster Festival. Your generous donation of \$10,300.00 on 2/26/2024 will serve the community by directly funding art and music experiences during the 2024 Lancaster Festival.

Save the date for the 40th Anniversary of the Lancaster Festival season July 18-27, 2024. Each year we continue to expand the reach of the Festival with new experiences and events for all. Your gift supports the continued mission of the Lancaster Festival. The staff and Board of Directors are sincerely grateful for your support of the 2024 Season.

Your donation will be recognized in the official 2024 Festival program as:  
**Fairfield County Commissioners**

With warm thanks,



Deb Connell  
Executive Director

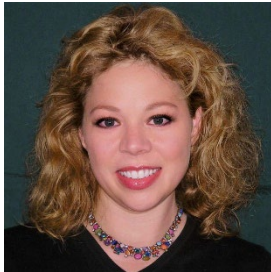
Thank you all for the  
unwavering support!

The Lancaster Festival, Inc. is a non-profit organization under code section 501(c)3 of the Internal Revenue Service. Our tax ID # is 31-1019091. The Lancaster Festival, Inc. did not provide any goods or services to the donor, in whole or in part, in exchange for the contribution.



# AUDITOR'S LEDGER:

## News from the County Auditor's Office



### From the Desk of County Auditor Carri Brown

What a great February it has been! I am looking forward to the scenery of spring here in our beautiful community and many more opportunities to gather outdoors and see friends and neighbors at local events.

I am pleased to share several updates with you in the newsletter below, including information on the Board of Revision Online Case Files, Board of Health apportionments, levy fact sheets, tax information, and more. In addition, we share some initiatives our team has been working on, as well as what we are looking forward to in the coming weeks. If you haven't done so already, be sure to check out Meals on Wheels of Fairfield County's Pi Day fundraiser in the article below. Our team is excited to participate!

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

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

Kindest regards,

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

Carri Brown, PhD, MBA, CGFM  
County Auditor

**News From the Auditor's Office**

## Board of Revision Online Case Files are Available

[Board of Revision Online Case Files](#) provide information about real property valuation complaints. We created online access to address an anticipated increase in public records requests due to legislative changes and to better serve residents. Data are updated every day.

The deadline to file a complaint with the Board of Revision (BOR) is April 1 this year because March 31 is a Sunday. We have been conducting outreach so that people know of their options to file BOR complaints.



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## Summary of Board of Health Apportionments

In the past, we have conducted detailed presentations about the calculation of apportionments (shares of costs) for the Board of Health and the entities that participate in the General Health District. Here are some key points of the process:

- The Board of Health evaluates its prospective resources and expenses. The member political subdivisions evaluate and determine the need for resources. The District Advisory Council reviews and approves contracts (such as with the City of Lancaster) and evaluates the budget.
- The County Auditor is the chief appraiser for the real estate valuations of the political subdivisions. A video about the role of the county appraiser is found [here](#). For the apportionment calculations, the percentage of each political subdivision's share of the aggregate valuation is calculated. (Tax Year 2022 applies to Fiscal Year 2024 and so forth.)
- The percentage share for each political subdivision is applied to the need presented. This calculation provides the share or allocation from political subdivisions. This resulting calculation is referred to as an apportionment.
- Deductions of apportionments are made at the time of real estate tax property settlements. The apportionments are provided to the Board of Health for operations.



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## Levy Fact Sheets

Four fact sheets have been prepared about ballot issues, which include answers to the standard questions that are posed by the media and the public. The fact sheets are for proposed issues for Violet Township, Clearcreek Township, the Basil Joint Fire District, and Walnut Township. All fact sheets will be posted on the County Auditor's webpages.

- [Basil Joint Fire District](#)
- [Clearcreek Township](#)
- [Violet Township](#)
- [Walnut Township](#)



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## Tax Exemption for "Pre-Residential" Property

Updates to the Ohio Revised Code Sec. 5709.56 were included in the state budget bill (HB33) last year. The new tax exemption was proposed by the Ohio Home Builders' Association and sponsored by Representative Jim Hoops and Senator George Lang.

The new law exempts from property tax the value of unimproved land subdivided for residential development in excess of the fair market value of the property from which that land was subdivided, apportioned according to the relative value of each subdivided parcel.



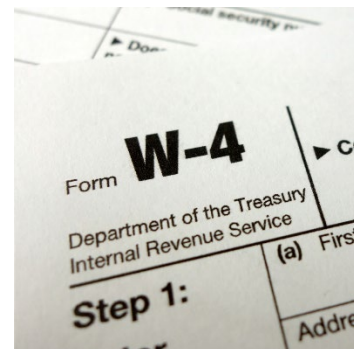
The exemption is authorized for up to **eight** years, or until construction begins or the land is sold. The exemption does not apply to land included in a tax increment financing, or TIF, project. The law ensures development property no longer used as farmland is ineligible for the Current Agricultural Use Valuation program.

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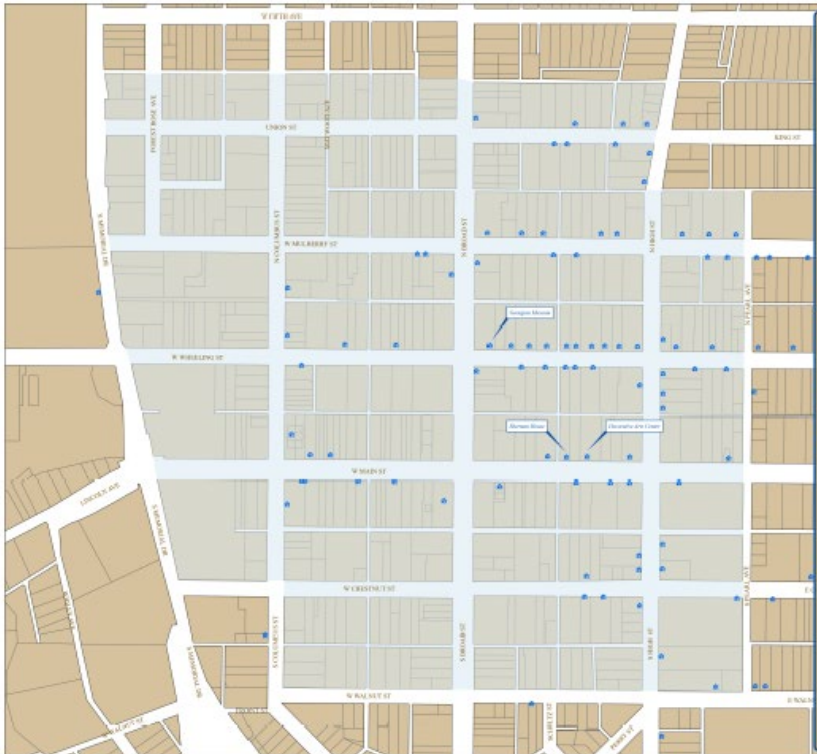
## The IRS W-4 Form

As people are filing their income tax returns, sometimes questions about the W-4 arise. The form is a document employees must complete so that an employer can withhold money from wages for the purposes of sending income taxes to the IRS in a pay-as-you-earn way. **Withholdings are based on reported status and any other adjustments employees decide to include on the form.**

When completing the W-4, employees need to consider a variety of things based on their number of dependents, tax credits, filing status, changes in income, other sources of income, and other factors. Payroll officers can help employees by explaining the W-4 form and providing information, but they are not allowed to influence employees' responses or to complete the forms for others. **Employees can change the W-4 as often as they would like** and can use a tax deduction simulator within the employee self-service module.








**Heritage Tour Homes  
within the  
Historic District  
of the  
City of Lancaster**

The shaded area of this map represents the Historic District of the City of Lancaster. It became a National Register of Historic Places in 1983 and includes most of the original town as laid out in 1800. Many historic homes and buildings are located within the district, including the Sherman House Museum, The Georgian Museum, and the Decorative Arts Center of Ohio based in the Reese-Peters mansion.

The Fairfield County Heritage Association was established in 1962 by seven local women, with the intentions of preserving the older homes of Lancaster. The Association then merged with the Fairfield County Historical Society in 1968. The Association holds an annual Tour of Homes, and those are represented by the blue house icons. The tours have been an ongoing event for over 50 years, with several homes making the list multiple times.

For more information about the history, homes or museums:  
Fairfield County Heritage Association  
105 E. Wheeling St  
Lancaster, Ohio 43130  
Phone: 740-654-9923  
Website: <https://www.fairfieldheritage.com/>



## Family Dollar Settlement

Similar to the settlement of Dollar General, the state's settlement with Family Dollar will result in donations in Fairfield County to the Community Action and Lutheran Social Services food pantries.



## 3.14 Pi Day

The Auditor's Office is celebrating Pi Day by supporting Meals on Wheels with their fundraiser, selling pies.

You can learn more about this fundraiser [here](#).

## Upcoming Deadlines

### Current Agricultural Use Valuation Program Deadline

The deadline to file an initial or renewal application is **Monday, March 4**. CAUV forms can be found [here](#).

Property owners on a timber plan, or who have land under contract for conservation, are encouraged to review those plans or contracts to make sure they have not expired. Those who have not filed their initial or renewal applications will be sent a reminder.



### Board of Revision Complaints

**Due April 1** due to March 31 falling on Easter.

## Community Connections

### March Map of the Month - Heritage Tour Homes in the Heritage District

The Map of the Month for March showcases homes in the Historic District that have been featured on the Heritage Tour of Homes.

The Fairfield County Heritage Association was established in 1962 by seven local women, with the intentions of preserving the older homes of Lancaster. The Association then merged with the Fairfield County Historical Society in 1968. The Association holds an annual Tour of Homes, and those are represented by the blue house icons. The tours have been an ongoing event for over 50 years, with several homes making the list multiple times.

For more information about the history, homes or museums contact the Fairfield County Heritage Association at (740) 654-9923 or visit <https://www.fairfieldheritage.com/>.

Click on the map below for a zoomable pdf.

## Geographical Information Systems Collaborates for Public Safety

The County Auditor's Geographical Information System (GIS) team is crucial to the upgrade of the public safety, sometimes referred to as E911 project. While the former system used GIS as supporting information, the new system is built with GIS at its core.

The GIS team has been working closely with the Sheriff's Office and Lancaster Police Department to coordinate data updates for addresses, roads, businesses, and response areas. These collaborative efforts are very important for public safety as Fairfield County continues to grow.

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## CAAO Conference Hosted in Fairfield County

**Fairfield County hosted a statewide leadership conference for the County Auditors' Association of Ohio in Pickerington at the WigWam on February 7.**

County Auditors and their staff participated in seminars about positive communication, leadership principles, advocacy, and strategic planning. There are follow-up activities planned to continue the leadership discussions and to develop networks of support.



The attendees (which were limited to 100 based on the personal follow-up activities and mentorship) indicated they found the concepts useful, learned something new, and wanted to have additional conferences. They commented on the beauty of Fairfield County and the WigWam, as well.

**Thanks to Rachel Elsea, Bev Hoskinson, Dave Burgei, Josh Harper, Noel Soddors, and Michelle Wright for their planning and participation.**

## Getting to Know Our Team

### Wherever You (Lo)Go

Our latest initiative has team members taking photos while they are at various meetings or on vacations. Here's where the logo has been recently:

Auditor Brown and Violet Township Trustee Lori Sanderson at the Joint Economic Development District Meeting on January 29. The JEDD is a positive step forward for Violet Township and Canal Winchester.

Our payroll department travelled to Athens county to share their practices and knowledge with their team.



## February Birthdays

- 11 – Curt
- 18 - Jessica
- 22 – Lori H.
- 26 – Michelle



## Resources



Follow Your Auditor's Office On  
**Social Media!**

Did you know we have over 3,000 followers across our four social media platforms? If you're not one of those 3,000, you should join and follow!

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



## Public Records Requests

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

## Frequently Used Forms



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

[Search Forms](#)

### March Dates of Interest

- 4 – CAUV Applications Due
- 10-16 – Sunshine Week
- 29 – Good Friday – Offices Close at Noon

## SAVE THE DATE

April 1 - Board of Revision Complaint Deadline

Fairfield County Auditor's Office | [Website](#)





FAIRFIELD

COUNTY • OHIO

EMERGENCY MANAGEMENT



# AED Presentation

Garrett Blevins

Teri Watson

Tiffany Nash





# Testimony

Assistant Fire Chief Kasey Farmer

Basil Joint Fire District



# Community Heart Watch



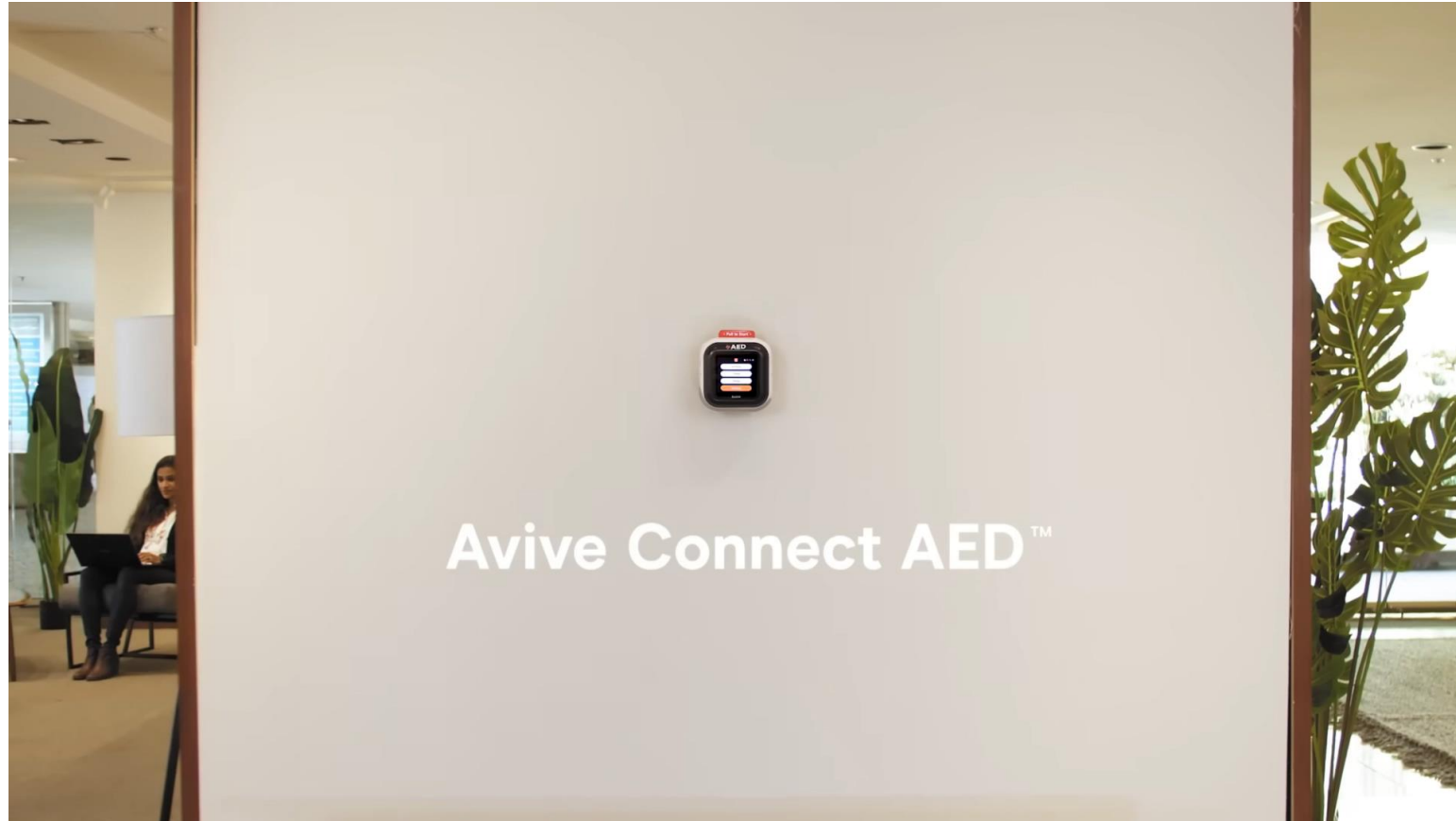
# Mission & Initiatives

**Improve survival from cardiac arrest in Fairfield, Hocking and Perry Counties through awareness and early recognition, access to AEDs, and training in emergency response. Initiatives:**

- AED placements -- community and law enforcement
- Heart Safe Accreditations -- schools and businesses
- Heart Safe Parks and Youth Sports Leagues
- PulsePoint AED inventory
- Training – classroom and Mobile Training Unit
- Avive



# Avive AED



# Avive – Gamechanger

## Only AED with:

- Wi-Fi, cellular and GPS connectivity
- Interfaces with 911 – dispatchers can “alert” devices near a cardiac arrest and send a map for someone to rush the AED to the scene
- Tracks device status in a portal – no “orphan” devices
- Incident report immediately accessible to caregivers
- Affordable lease option -- \$349 per year with no additional cost for batteries and replacement pad





# Fairfield County Healthcare Coalition



# AED Maintenance Program

- Assists agencies keeping their AEDs current.
  - 104 Items
  - 52 Individual AEDs
- Program started with grants from the region passed down from the federal level.
  - This funding no longer available.
- Relies on grant funding.
  - Currently funded for 2 years by Fairfield County Foundation.



# Summary of Programs

## Community Heart Watch

- Led by Fairfield Medical Center
- Provide AED devices through grants and discounts
- Provide training and education
  - Heart Safe Schools & Businesses
  - CPR Mobile Training Unit
  - PulsePoint AED

## Healthcare Coalition

- Led by Emergency Management Agency / Health Department
- Provide replacement parts such as batteries and pads
- Relies on grant funding



The background features a stylized illustration of a building with a gabled roof and several windows, set against a sunburst pattern of yellow and white rays. The building is rendered in a light blue-grey color. The text 'AED Demonstration' is centered over the building.

# AED Demonstration





FAIRFIELD

COUNTY • OHIO

SERVE • CONNECT • PROTECT

# Specifications



<p style="text-align: center;"><b>EASY TO USE</b></p> <ul style="list-style-type: none"> <li>• Universal pads for adults and children; no need to switch pads based on person's age</li> <li>• High-resolution touchscreen with audio and visual instructions</li> <li>• Instructions in English or Spanish</li> <li>• CPR coaching with metronome to pace compressions</li> <li>• Daily monitoring of device status and notification of any issues</li> </ul>	<p style="text-align: center;"><b>PORTABLE</b></p> <ul style="list-style-type: none"> <li>• Smallest and lightest FDA approved AED weighing 2.1 pounds</li> <li>• Measures 5.63" x 6.3" x 2.6"</li> <li>• Battery holds charge for several months</li> <li>• Dust, splash and spray proof</li> <li>• Can be used in temperatures ranging from 32°F to 122°F</li> </ul>
<p style="text-align: center;"><b>CONNECTED</b></p> <ul style="list-style-type: none"> <li>• Wi-Fi, cellular, Bluetooth and GPS connectivity</li> <li>• Integrates with 911, allowing dispatchers to notify Avive units near an emergency and track which devices are en route</li> <li>• Alerts 911 when pads are placed</li> <li>• Displays map to help responders navigate to the scene</li> <li>• Quick data transfer of incident report to EMS and receiving hospital</li> </ul>	<p style="text-align: center;"><b>POWER</b></p> <ul style="list-style-type: none"> <li>• Adult 150 Joules (anterior/lateral placement)</li> <li>• Pediatric 50 Joules (anterior/posterior placement)</li> <li>• Fully automatic</li> <li>• Bi-Phasic Truncated Exponential (BTE) non-escalating energy</li> </ul>



To learn more about this technology, visit [avive.life](http://avive.life)

To inquire about purchasing or leasing an Avive device, contact Fairfield Medical Center community outreach coordinator Teri Watson at **740-687-6929**.





# Saving Lives Made Simple

Sudden Cardiac Arrest affects more than 350,000 Americans each year. This medical emergency occurs when the heart suddenly stops beating and needs to be restarted. Whether you are at home, church, or attending a sporting event, the chance of survival is less than 10% if a person does not receive help within minutes of collapse.

## How Should I Respond to Cardiac Arrest?

Bystander intervention is key to cardiac arrest survival. If you witness or suspect cardiac arrest, call 911 and immediately begin chest compressions by pushing hard and fast in the center of the chest. If an AED is available, use it to restart the heart.

## What is Avive?

The Avive Connect AED™ is changing the way family, friends, and community members care for each other. Unlike standard AEDs, this device is small, portable, and connected to a network of lifesaving responders ready to assist in an emergency. The device is safe to use on both children (1-8 years old) and adults, and there is an Español Button on the top of the device which will provide audio and visual instructions in Spanish.

## Are You Ready to Make a Difference?

Small, portable and affordable, the Avive Connect AED is perfect for the home, ball field or to throw in a backpack before hiking. Devices are available for lease or to purchase outright.

### Two Affordable Options

LIFESaver Plan

**\$349/year\***

\$349/year thereafter for 5 years.  
Access to Avive REALConnect™ Services  
throughout active membership.

or

One-Time Purchase

**\$1,395\***

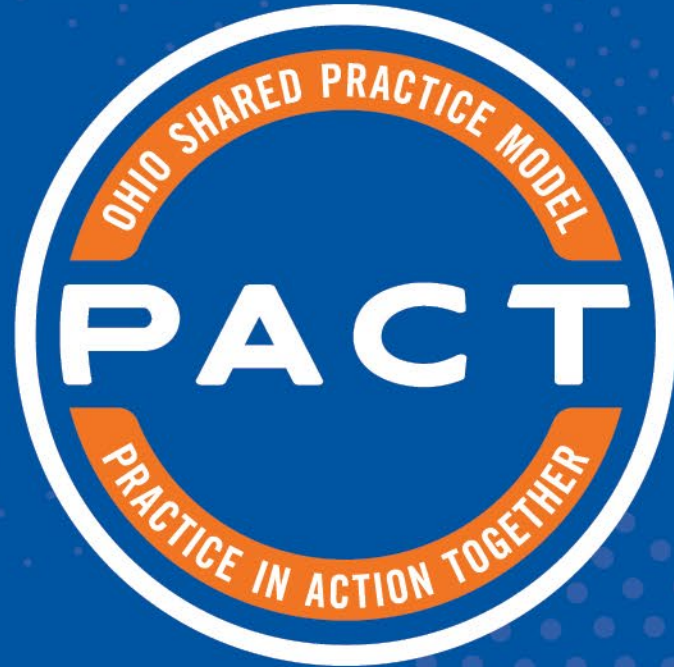
Includes 1 year of Avive REALConnect  
Services, \$199.99/per year thereafter.

\*Prices subject to change.



To learn more about this technology, visit [avive.life](http://avive.life)

To inquire about purchasing or leasing an Avive device, contact Fairfield Medical Center community outreach coordinator Teri Watson at **740-687-6929**.





**Purpose:**

**Elevate healing.  
Build relationships.**

**Vision:**

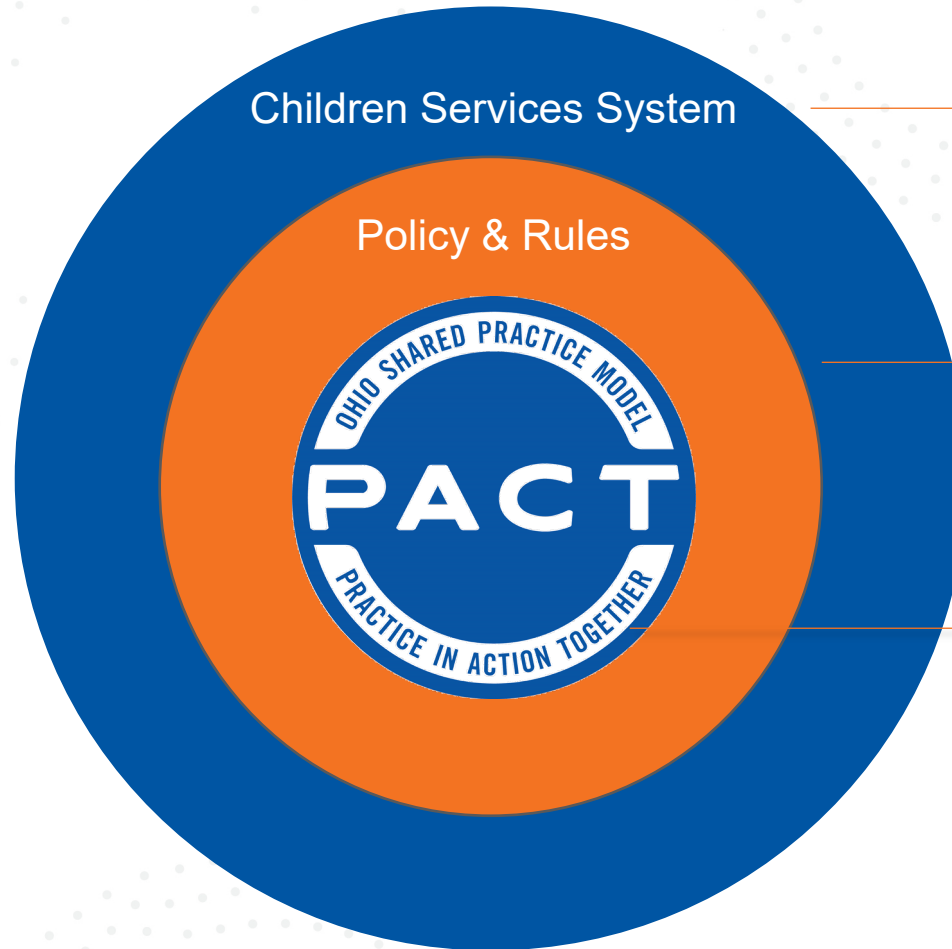
**Equity.**

Ohio PACT (Practice in Action Together) is a public children services practice model that elevates healing and builds relationships through a behavior-driven approach to practice which ultimately will lead to equity for Ohio families, workers, and communities.



# Why

Do we need a shared practice model?



## WHY we exist

To ensure safety, permanency, and well being for children and families.

## WHAT the job requires

The function of the work and the outcomes that are measured.

## HOW we work with families

The values and behaviors that drive our decisions and actions

# Design Team & Advisory Group– Seats at the Table



### PCSA Leadership

Amy Galvan – Lucas County  
Char Stewart – Cuyahoga County  
Deanna Nichols-Stika – Wayne County  
Shannon Glendon – Butler County  
Tina Rutherford – Franklin County  
Lara Laroche – Franklin County  
Linda Topping – Union County  
Sarah Fortner – Fairfield County  
Andrea Hall Miller – Lorain County  
Emily Kruchan – Summit County



### PCSAO

Angela Sausser – PCSAO  
Scott Britton - PCSAO  
Mike Kenney – PCSAO  
Fawn Gadel - PCSAO  
Christine Morris - PCSAO



### Race, Equity & Inclusion

Hope Bland – Lucas County  
Nancy Walker-McCain – Mahoning County  
Charles Williams – Lucas County  
Victoria McDuffie – Lucas County



### PCSA Supervisors & Workers

Liz Myers – Stark County  
Jessica Dean – Stark County  
Lauren Gruhn – Lorain County  
Sherry Ward – Delaware County  
Mi-Lin Tate – Cuyahoga County  
Jewel Condon – Cuyahoga County  
Laura Schoeppner – Stark County  
Monica Parillo – Stark County  
Chris McKinley – Cuyahoga County



### Lived Experience

Jaye Turner – Foster Care Lived Experience  
Angela Cochran – Birth Parent/Peer Mentor/Caseworker  
Celia Wilson – Kinship Caregiver/Advocate  
Jessica Williams – Foster Care Lived Experience/Supervisor  
Michael Naphier-Horton – Birth Parent/Peer Mentor  
Norm Jones – Birth Parent



### Subject Matter Experts (SMEs)

Bob Friend – National Institute for Permanent Family Connectedness  
Alicia Bunger – Ohio State University – Implementation Science  
Sarah Kaye – Kaye Implementation & Evaluation  
Camille Such – Kaye Implementation & Evaluation  
Jaymie Lorthridge – Kaye Implementation & Evaluation  
Amelia Williams – Kaye Implementation & Evaluation



**WE BELIEVE**

families define “family”, and they are experts on their culture, beliefs, and experiences

**WE BELIEVE**

families have diverse needs, and by partnering with them, we can work together to address those needs

**WE BELIEVE**

families develop trust when we are honest and inclusive in the decision-making process

**WE BELIEVE**

families can recover, heal, and grow

# Values

that drive our practice

---



# Relational Outcomes

1. Mutual honesty
2. Collaborative decision making
3. Shared hope for success
4. Collective confidence
5. Shared dignity



# Local Ownership

## Local Advisory Group – Seats at the Table



# Thank You.

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## QUESTIONS OR IDEAS:

Sarah Fortner

Deputy Director, Fairfield County Job & Family Services -  
Protective Services

[Sarah.Fortner@jfs.ohio.gov](mailto:Sarah.Fortner@jfs.ohio.gov)

740.652.7730

Stacey Bergstrom

Assistant Deputy Director, Fairfield County Job & Family  
Services – Protective Services

[Stacey.Bergstrom@jfs.ohio.gov](mailto:Stacey.Bergstrom@jfs.ohio.gov)

740.652.7707





# Community Development Block Grant Program

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COUNTY COMMISSIONERS'

1<sup>ST</sup> PUBLIC HEARING – PY 2024

MARCH 5, 2024





**Department of  
Development**



## CDBG Basic Information

Fairfield County participates in the Allocation Program.

The Allocation Program is for cities and counties that do not participate in HUDs CDBG Entitlement or Urban County Program.

# OTHER COMPETITELY AWARDED GRANTS

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Neighborhood  
Revitalization Program

Critical Infrastructure  
Program

Downtown Revitalization  
Program

Residential Public  
Infrastructure Grant

# Neighborhood Revitalization Program Grant

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- Neighborhood Revitalization Grant (NRG) projects are designed to improve the quality of life, livability and functionality of distressed residential areas through a comprehensive strategy.
- The beneficiaries of the target area must be at least 51 percent LMI.
- The maximum Neighborhood Revitalization Grant program award is \$750,000.
- The County is considering applying for this grant in PY 2024 for the Village of Bremen.



# Critical Infrastructure Grant

Designed to assist communities with high priority, single-component infrastructure improvements. Some examples include:

Street Improvements

Bridge Replacement

Flood and Drainage Infrastructure

Water and Sanitary Sewer Infrastructure\*

The maximum Critical Infrastructure Grant award is \$500,000.

\*The state will review water and sewer projects to determine if they are eligible under the CIG. In some cases, projects may be better suited for the Residential Public Infrastructure Grant.

# CDBG National Objectives

Provide a benefit to low to moderate income persons

Prevent or eliminate slum or blight

Meet an urgent community need that threatens the health or welfare of residents

**ALL PROGRAMS – AT LEAST 51% OF THE BENEFITED POPULATION MUST BE LOW TO MODERATE INCOME**

# CDBG National Objective

## Area Benefit

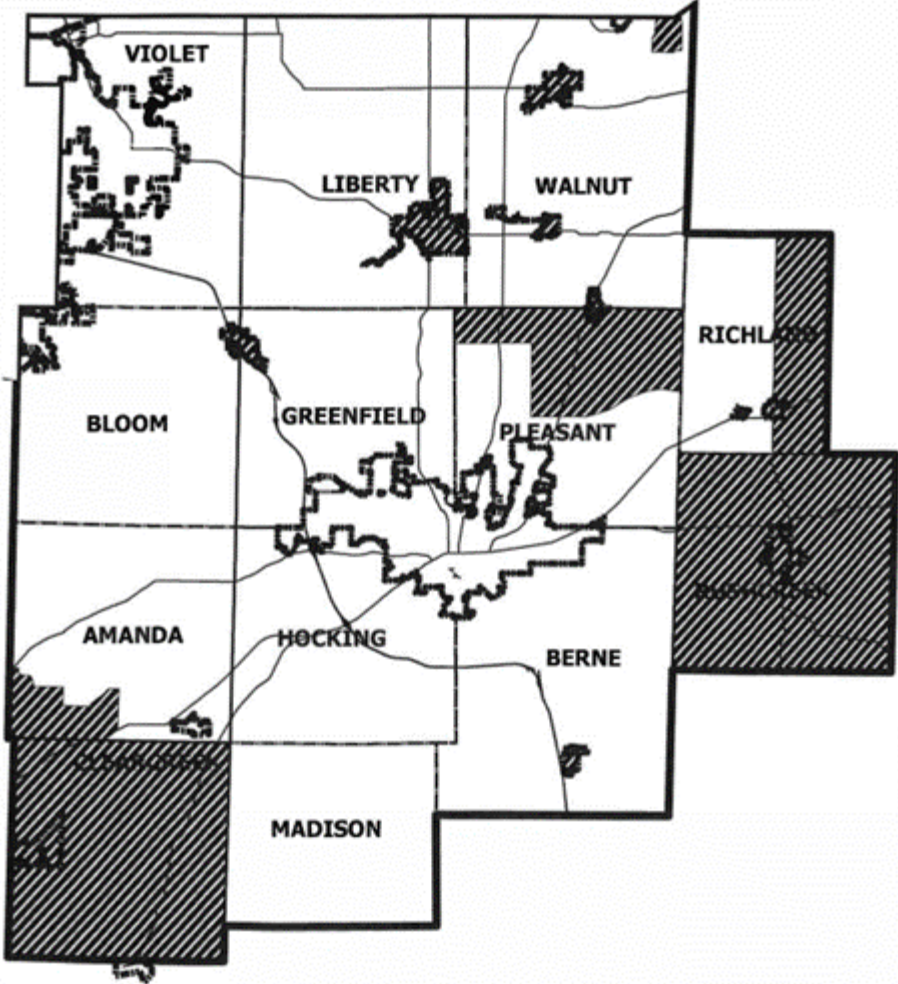
American Community Survey Data



Income Survey

## Limited Clientele

Used for an activity that benefits specific individuals in the community such as handicapped, homebound elderly, or the homeless populations

# FAIRFIELD COUNTY CDBG\*



 MORE THAN 51% OF HOUSEHOLDS ARE LOW TO MODERATE INCOME  
 INCORPORATED AREAS

\*Based upon 2011-2015 LMI Data, which is current policy at time of distributing this application. This data could be updated this year and this map is subject to change.



# Eligible Organizations

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Governmental Agencies – County, Cities, Villages, Townships



Private, Non-Profits that are corporations, associations, or faith-based organizations with non-profit status under the Internal Revenue Code 501(c)(3).



## Eligible Activities

All projects must meet National Objective and cannot be used on buildings for the conduct of general-purpose government.



First Public Hearing – March 5, 2024



Applications due to RPC – April 12, 2024



Community Development Implementation Strategy (CDIS)  
Meeting – TBD



Second Public Hearing – TBD



Application due to the State – Typically mid June

# Process

# Application Requirements

Applications due to RPC – April 12, 2024

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A project  
description/narrative

Engineer's Cost  
Estimate  
(Signed and Stamped)

Projects must have a  
useful life statement

Projects must reflect  
federal prevailing  
wages



# Fair Housing - Two Main Components

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LANDLORD – TENANT ISSUES



DISCRIMINATION IN THE RENTAL  
OR BUYING OF A HOUSING

# RPC's Fair Housing Role

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Serves as the Fair Housing Contact – Receives Fair Housing Complaints



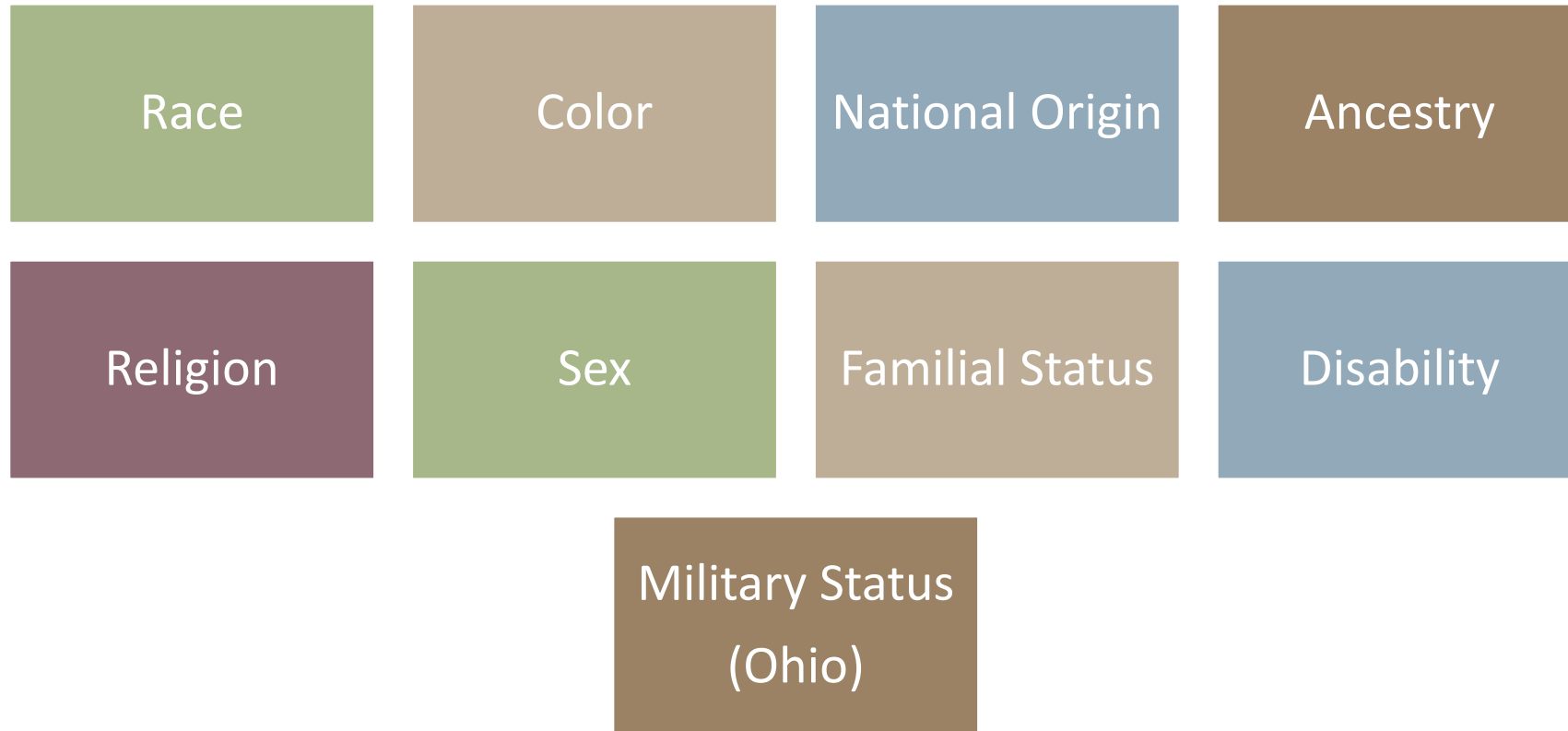
Refers citizens to legal aid or the Ohio Civil Rights Commission



Provides Fair Housing Material to the public

# Fair Housing Program – Protected Classes

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# Fair Housing Program

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Both the federal and state fair housing laws give all persons in the protected classes the right to live wherever they can afford to buy a home or rent an apartment and helps to ensure that fair housing is a way of life in Ohio







In the Sale and Rental of Housing no one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

---

Refuse to negotiate, rent or sell housing

Make housing unavailable

Set different terms, conditions or privileges for sale or rental of a dwelling

Provide different housing services or facilities

Falsely deny that housing is available for inspection, sale, or rental

For profit, persuade owners to sell or rent (blockbusting) or

Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

# Fair Housing Program

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## Reasonable Accommodation

Landlords must make reasonable changes to their rules, policies, and practices when necessary, because of a tenant's disability.

## Reasonable Modification

Landlords must allow tenants to make physical changes to the residence when necessary, because of the tenant's disability.

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# Landlord/Tenant Law

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## LANDLORD OBLIGATIONS

Ohio Revised Code 5321.04

Keep common areas safe and sanitary

Comply with housing codes

Make repairs to keep fit and habitable

Supply hot and running water

Supply garbage cans and pick-up (4 or more units)

Maintain appliances provided by landlord

Access - notice of entry 24 hours unless emergency

## LANDLORD RIGHTS

Evict a tenant who does not pay rent when due.

Evict a tenant who refuses to move after the end of the rental agreement.

Evict a tenant who does not perform the duties in the rental agreement or those required by state law.

Receive notice from a tenant when the tenant wants to end the rental agreement.

# Landlord/Tenant Law

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## TENANT OBLIGATIONS

Ohio Revised Code 5321.05

Pay their rent in full when due.

Keep the property safe, sanitary and clean.

Keep all plumbing fixtures clean and free flowing.

Not damage the property and not allow guests to do so.

Keep appliances in good working order as outlined by the lease.

Allow the landlord to inspect or show the property, make repairs at reasonable times with a least 24 hours notice or immediately in case of emergency.

Comply with all local housing, health and safety codes

## TENANT REMEDIES

Join a tenant's union to bargain with the landlord.

Complain to a government agency about a landlord's possible violation of housing laws and regulations affecting health and safety.

Know the name and address of the owner of the property and his agent, if there is one. The information must be in the rental agreement or be given to the tenant when he/she moves in.

Receive at least three day's written notice before the landlord files an eviction in court.

Receive notice from the landlord when the landlord wishes to end the rental agreement or to raise the rent

Rent escrow.



# Contact Information

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Fairfield County Regional Planning Commission: (740) 652-7110

Ohio Civil Rights Commission: (614) 466-5928 or 1-888-278-7101

Legal Aid of Southeast and Central Ohio: (740) 773-0012

# Fair Housing

IS

YOUR

EQUAL

HOUSING

OPPORTUNITY



## NEED HELP?

Housing Discrimination  
Complaints can be filed with:

**Fairfield County  
Regional Planning Commission**

138 W Chestnut Street  
Lancaster, OH 43130

**1-740-652-7110**

**Ohio Civil Rights Commission**

**1-888-278-7101**

**Legal Aid South East and Central Ohio**

**740-773-0012**

### Do's and Don't for Home and Apartment Seekers:

#### Do Write Down:

- the name of the manager or agent
- the address of the building
- the apartment number
- the number of bedrooms
- personal information requested of you
- information that you have volunteered about you
- the requirements for occupancy
- when the unit will be available
- how you found out about the apartment or house

#### DO ask the manager or agent or a business card and to write down:

- the apartment number or house number
- the amounts of the rent and deposit
- the date available

#### DON'T take a simple "No"

- ask for reasons and more information
- act angry, don't threaten to sue

#### A LANDLORD MAY REQUIRE THE FOLLOWING, IF IT IS APPLIED EQUALLY TO EVERYONE

- a certain income
- credit references
- first and last month's rent
- security deposit (within certain limits)

Fair Housing

## INFORMATION BROCHURE



**Fairfield County  
Regional Planning  
Commission**

**1-740-652-7110**

# FEDERAL FAIR HOUSING LAWS PROHIBIT DISCRIMINATION IN HOUSING BASED UPON A PERSON'S...

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, HANDICAP, FAMILIAL STATUS OR MILITARY STATUS\*

## THE FOLLOWING ARE SOME OF THE ACTS WHICH ARE ILLEGAL:

- Refuse to rent or sell housing.
- Set different terms, conditions or privileges for sale or rental of a dwelling.
- Fail or delay performance of maintenance or repairs.
- Deny access to or membership in any multiple listing service or real estate brokers' organization.
- Harass a person.
- Falsely deny that housing is available for inspection, sale, or rental
- Refuse to provide or discriminate in the terms or conditions of homeowners insurance because of the race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, or national origin of the owner and/or occupants of a dwelling.

**FAMILIAL STATUS** — one or more individuals (under the age of 18) living with a parent or another person having legal custody of such individuals; or the designee of such parent or other person having such custody with the written permission of such parent or other person. The protection shall also apply to any person who is pregnant or in the process of securing legal custody of any individual under the age of 18.

**HANDICAPPED** — a person, with a physical or mental impairment which substantially limits one or more major life activities; has a record of such an impairment; or having regarded as having such an impairment.

**IF YOU HAVE A DISABILITY** — your landlord may not:

- Refuse to let you make reasonable modification to your dwelling or common use area, at your expense, if necessary for the handicapped person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the handicapped person to use the housing.
- However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

## HAS THIS EVER HAPPENED TO YOU?

"Sorry, that apartment has been rented already,"

...BUT YOU KNOW A VACANCY EXISTS.

"I'd prefer to rent to a man because a woman couldn't keep up the property!"

...THIS MIGHT BE SEX DISCRIMINATION

"I have the right house for you!"

...BUT, YOU WANTED TO SEE THE HOUSE IN THE BETTER NEIGHBORHOOD.

"This is a smaller 2 bedroom house— we don't allow children"

...DISCRIMINATION AGAINST FAMILIES IS ILLEGAL.

## IF THIS HAS HAPPENED TO YOU....

**CONTACT FAIR HOUSING IMMEDIATELY**

*\* Military status is a protected class under state law not Federal law.*

REGULAR MEETING #9 - 2024  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
MARCH 05, 2024

AGENDA FOR TUESDAY, MARCH 05, 2024

- 9:00 AM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for February 27, 2024
- Commissioners
- 2024-03.05.a      A Resolution Approving the Appointment of Ms. Kellie Smith to the  
Fairfield County Board of Developmental Disabilities [Commissioners]
- 2024-03.05.b      A Resolution Authorizing a Fund-to-Fund Transfer – General Fund #1001  
to Capital Improvement Fund #3435 [Commissioners]
- 2024-03.05.c      A Resolution Authorizing Fund-to-Fund Transfers from the General Fund #  
1001 to: #4550, #4809, #4851, #4714, #4819, & #4878 for Debt Service  
Payments for 2024 [Commissioners]
- 2024-03.05.d      A Resolution Approving to Appropriate from Unappropriated in a Major  
Expenditure Object Category Relating to the American Rescue Plan (ARP) Fiscal  
Recovery Fund #2876 [Commissioners]
- 2024-03.05.e      A Resolution Authorizing a Fund-to-Fund Transfer for the 2nd Half 2024  
Allocation for Soil & Water      [Commissioners]
- Fairfield County Court of Common Pleas
- 2024-03.05.f      A Resolution to Appropriate from Unappropriated in a Major Expenditure  
Object Category, Fairfield County Probation Fund #2365      [Common Pleas  
Court]
- Fairfield County Economic & Workforce Development
- 2024-03.05.g      A Resolution Regarding the Reappointment of Nathan Hale to the WIOA  
Area 20 Workforce Development Board [Economic & Workforce Development]
- 2024-03.05.h      Approval for a Space Use Agreement between Fairfield County  
Commissioners and Eastland Fairfield Career Technical School for Use of the Workforce  
Center [Economic & Workforce Development]



Fairfield County Engineer

2024-03.05.i A Resolution Requesting the Fairfield County Commissioners to Commence Legal Action Against 8312 Chesapeake Way for Obstructions or Interference of the County's Drainage Easement [Engineer]

2024-03.05.j A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, County Engineer Find #2024 - Motor Vehicle for Contractual Services [Engineer]

Fairfield County Facilities

2024-03.05.k A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with AmeriCoat Asphalt & Concrete [Facilities]

2024-03.05.l A Resolution to Approve a Contract Amendment between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners [Facilities]

Fairfield County Job and Family Services

2024-03.05.m A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to Fairfield County Health Departments as a Memo Expenditure for Fund# 2072, Public Children's Services [JFS]

2024-03.05.n A Resolution Authorizing the Approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Carealot Transport [JFS]

Fairfield County Juvenile/Probate Court

2024-03.05.o A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Probate Court; 20231600, Computer Fund [Juvenile/Probate Court]

Fairfield County Regional Planning Commission

2024-03.05.p A Resolution to Approve the Fairfield County Flood Damage Prevention Regulations [Regional Planning Commission]

2024-03.05.q A Resolution to Approve a contract between the Fairfield County Board of Commissioners and the Village of Thurston for Nonresidential Building Inspection Services [Regional Planning Commission]

Fairfield County Sheriff

2024-03.05.r A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category [Sheriff]

Fairfield County Utilities Department

2024-03.05.s A Resolution Authorizing Utilities to Purchase Two Work Trucks from Bob Boyd Dodge [Utilities]

Payment of Bills

2024-03.05.t

A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval [Commissioners]

The next Regular Meeting is scheduled for Tuesday, March 12, 2024, at 9:00 a.m.

Adjourn

Fairfield County 2-1-1 Visit, 11:00 a.m.

Fairfield County Safety Fair, Fairfield County Workforce Center, 11:30 a.m.-1:00 p.m.

RLF Loan Review Committee Meeting, Fairfield County Records Center, 2:00 p.m.

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

**Regular Meeting #8 - 2024**  
**Fairfield County Commissioners' Office**  
**February 27, 2024**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; FCFC Manager, Tiffany Wilson; DD Superintendent, Dr. David Uhl; Interim RPC Director, Holly Mattei. Also present: Francis Martin, Barb Martin, Sherry Pymmer, Butch Price, Jo Price, Kathleen Uhl, Betty Bennett, Kellie Smith, Anna Tobin, Ray Stemen, and Judy Stemen.

Virtual attendees: Josh Horacek, Tony Vogel, Park Russell, Beth Cottrell, Jessica Murphy, Toni Ashton, Ashley Arter, Lori Hawk, Shane Gilinski, Deborah, Jeff Barron, Tiffany Daniels, Lynette Barnhart, Austin Lines, Sarah Vonnahme, Britney Lee, Shelby Hunt, Melissa Connor, Brian Wolfe, Stacy Hicks, Jennifer Morgan, Safa Saleh, and Nicole.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

**Listen and Learn – DD Awareness Month**

DD Superintendent, Dr. David Uhl, thanked the Commissioners for their support with the Board of Developmental Disabilities. Currently the Board serves 1,731 people in Fairfield County and their families, with clients being both adults and children. Dr. Uhl summarized the revenue and expenses of the Board in 2023, and added that the 10 year levy will expire next year and the Board of DD is working to get the levy renewal on the ballot in 2025.

Dr. Uhl also spoke on DD's strategic areas of focus which align closely with the county's strategic plan. Housing is a large focus by helping clients find affordable and accessible housing. Economic and workforce development is also a large area of interest as he reported that only 22.5% of people with disabilities are employed. Transportation accessibility continues to be a struggle for many people with disabilities.

Dr. Uhl was excited to announce the State Board of DD made funds available to county Boards of DD. Part of the grant the Board received will be given to the Board of Commissioners to use towards accessible transportation.

Lastly, Dr. Uhl stated that March is DD Awareness Month and Fairfield DD will be holding an event at Square Seven Coffee House on March 6<sup>th</sup>. They will also hold their 14<sup>th</sup> annual Celebration of Possibilities. He thanked the Commissioners for their support.

Commissioner Davis appreciates Dr. Uhl for tying the mission of DD back to the goals of the county.

Commissioner Fix asked what the numbers of employment were in Fairfield County.

Dr. Uhl anticipates the employment of individuals with developmental disabilities is in the low 20% range

**Regular Meeting #8 - 2024**  
**Fairfield County Commissioners' Office**  
**February 27, 2024**

Commissioner Fix asked if the increase in clients Fairfield DD serves can be attributed to the population growth.

Dr. Uhl stated it is a combination of things including more doctor referrals and an increase in population.

**RPC Floodplain Regulations Update; 9:30 a.m.**

Holly Mattei stated the purpose of the Floodplain Regulations Update is to stay compliant with the Federal Emergency Management Agency (FEMA) regulations so the county can continue to participate in the National Flood Insurance Program (NFIP). The NFIP is a voluntary program which is used to reduce flood insurance rates and is required for federal loans used in areas within mapped floodplains. Once the regulations are adopted, they must go through final approval with FEMA.

With no one in attendance stating their support or opposition to the floodplain regulation updates, the public hearing was closed at 9:27 a.m.

**Interview for Fairfield County Board of Developmental Disabilities; 9:45 a.m.**

Applicant Kellie Smith began by stating her interest in serving on the Fairfield County Board of Developmental Disabilities (DD). Ms. Smith has a 4-year-old child who is eligible for, and receives, early intervention services at Forest Rose School. She is interested in finding more resources for not only her child but other children with disabilities. She closed by speaking on her professional experiences.

Commissioner Fix thanked Mrs. Smith for her willingness to serve on the Board of DD.

Commissioner Davis thanked Kellie for her willingness to serve.

Commissioner Levacy looks forward to seeing Ms. Smith at the grand opening of the Starlight Center.

**Public Comments**

Ray Stemen of Lancaster offered his concerns for the actions of the federal government. He closed with a prayer.

Sherry Pymer of Walnut Township offered her concerns for Chinese owned solar companies conducting business on American farmland.

Sherry Pymer of Lancaster offered her concerns for American pharmaceutical companies, and the COVID-19 vaccine.

**Legal Update**

Assistant Prosecuting Attorney, Amy Brown-Thompson, stated the litigation against the county by the Mayor of Buckeye Lake was disposed of in the Ohio Supreme Court.

**County Administration Update**

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



**Regular Meeting #8 - 2024**  
**Fairfield County Commissioners' Office**  
**February 27, 2024**

**Week in Review**

*Energy Efficiency Program for Ohio Communities (EEPOC) Grant Projects*

On Feb. 22, 2024, the Ohio Department of Development announced \$8 million in federal Infrastructure Investment and Jobs Act (IIJA) State Energy Program (SEP) funding has been awarded through the State's Energy Efficiency Program for Ohio Communities (EEPOC) to support energy efficiency retrofit upgrades in existing buildings across Ohio.

Fairfield County will receive a \$250,000 grant to complete LED lighting, Direct Digital Controls, and Building Automation Control Network upgrades for various building network integration projects. The projects are expected to yield 18 percent utility savings. The lighting will be accomplished in the Government Services building and the controls will be at the Workforce Center.

In addition, the City of Pickerington will receive a \$249,016 grant to complete lighting and Direct Digital Controls upgrades. The projects are expected to yield 20.38 percent in utility savings.

Commissioner Levacy asked if this would replace all the lighting in the Government Services Building.

Director Kochis stated it replaces all the interior lighting with energy efficient LED's.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 14 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution approving 6 proclamations, one for March as DD Awareness Month, another for March as American Red Cross Month, and four others for Sunshine Week, Severe Weather Awareness Week, Weights and Measures Week, and World Water Day
- A resolution amending the resolution appointing Ryan Holstine to the ADAMH Board. Mr. Holstine was interviewed November 28, 2023, at the Berne Twp. Fire Department evening meeting. His appointment was to begin July 1<sup>st</sup>, but the vacancy will now be available March 1<sup>st</sup>. The statute allows for a partial term if under two years, so this resolution amendment appoints Mr. Holstine from March 1<sup>st</sup>-June 30<sup>th</sup>, and then another resolution will be needed to appoint him to a full four year term.
- A resolution regarding a Memorandum of Understanding between the Fairfield County Family and Children First Council and Fairfield County Job and Family Services for financial and managerial oversight.
- A resolution approving a service agreement between the Sheriff's Office and Motorola Solutions, Inc. for the Dispatch radio console system.

**Regular Meeting #8 - 2024**  
**Fairfield County Commissioners' Office**  
**February 27, 2024**

**Budget Review**

- No update

**Calendar Review/Invitations Received**

- United Way Awards Banquet, February 28, 2024, 8:00 a.m., Olivedale Senior Citizens Center, 253 Boving Rd., Lancaster
- Indigent Defense Study Task Force, February 29, 2024, 10:00 a.m., Ohio Statehouse, 1 Capitol Sq., Columbus
- STARLight Center Grand Opening, February 29, 2024, 1:30 p.m., 336 E. Locust St., Lancaster
- FAIRHOPE Hospice 40 Year Celebration, March 21, 2024, 5:30 p.m. – 8:30 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster

**Correspondence**

*Items Requiring Response*

*Informational Items*

- Press Release, Fairfield County Board of Developmental Disabilities, February 14, 2024, “Fairfield DD Announces \$890K Grant to Promote Accessibility”
- Press Release, Office of the County Auditor, February 22, 2024, “Fairfield County Awarded Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting”
- Memo, Fairfield County Auditor, February 22, 2024, Subjects: Levy Fact Sheets; Tax Exemption for “Pre-Residential” Property; CAUV Applications; Family Dollar Settlement; and Pi Day/Community Day for Meals on Wheels
- Fact Sheet, Fairfield County Auditor, “Basil Joint Fire District Ballot Issue”
- Fact Sheet, Fairfield County Auditor, “Clearcreek Township Road and Bridge Improvements Ballot Issue”
- Fairfield County Auditor’s Office: Wins of the Week, February 22, 2024
- Letters from Residents Regarding Industrial Solar Projects
- Letter from a Constituent Asking a Commissioner to Reaffirm Commitments to Israel

**Old Business**

Commissioner Fix encouraged everyone to review the most recent draft of the Land Use Plan. He will be meeting with Walnut Township and the Village of Millersport to do a final review of the Land Use Plan.

**New Business**

Director Mattei is looking forward to the final approval of the Land Use Plan.

Treasurer Bahnsen stated the final payment date for property taxes has passed but his office continues to receive and process payments.

**Regular Meeting #8 - 2024**  
**Fairfield County Commissioners' Office**  
**February 27, 2024**

Auditor Brown will be attending an upcoming CAAO meeting and congratulated her team on the financial achievement award the county received.

Director Vogel stated the Utilities department put a bid out for a generator at one of their wastewater plants.

Director Kochis said to expect storms later in the day.

Director Neeley stated the Clerk of Courts resolution is to get new equipment for the courts.

**Regular (Voting) Meeting**

The Commissioners continued to their Regular meeting. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson and Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; FCFC Manager, Tiffany Wilson; DD Superintendent, Dr. David Uhl; Interim RPC Director, Holly Mattei. Also present: Francis Martin, Barb Martin, Sherry Pymer, Butch Price, Jo Price, Kathleen Uhl, Betty Bennett, Kellie Smith, Anna Tobin, Ray Stemen, and Judy Stemen.

Virtual attendees: Josh Horacek, Tony Vogel, Park Russell, Beth Cottrell, Jessica Murphy, Toni Ashton, Ashley Arter, Lori Hawk, Shane Gilinski, Deborah, Jeff Barron, Tiffany Daniels, Lynette Barnhart, Austin Lines, Sarah Vonnahme, Britney Lee, Shelby Hunt, Melissa Connor, Brian Wolfe, Stacy Hicks, Jennifer Morgan, Safa Saleh, and Nicole.

**Pledge of Allegiance**

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

**Announcements**

Mr. Niceswanger stated there were two resolutions from Fairfield County Job and Family Services that were duplicates. The duplicate resolutions had been removed and the agenda reflects those changes.

**Approval of Minutes for February 20, 2024**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, February 20, 2024, meeting.

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

**Approval of Minutes for February 20, 2024**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Board of Commissioners and Board of Elections Meeting on Tuesday, February 20, 2024.

**Regular Meeting #8 - 2024  
Fairfield County Commissioners' Office  
February 27, 2024**

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

**Approval of Resolutions from the Fairfield County Board of Commissioners**

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

- 2024-02.27.a      A Resolution Authorizing the Approval of Proclamations
- 2024-02.27.b      A Resolution Amending Resolution 2023-12.05.e, Appointing Mr. Ryan Holstine to the Fairfield County ADAMH Board
- 2024-02.27.c      A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

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

**Approval of a Resolution from the Fairfield County Clerk of Courts – Legal Division**

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

- 2024-02.27.d      A resolution to appropriate from unappropriated in a major expenditure object category (2318 Computer Fund)

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

**Approval of a Resolution from the Fairfield County Clerk of Courts – Title Division**

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

- 2024-02.27.e      A resolution approving an account to account transfer in a major object expense category – Fund 2326

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

**Approval of a Resolution from the Fairfield County Emergency Management Agency**

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

- 2024-02.27.f      A resolution to request appropriations for receipts for EMA 2890/8324 Hazardous Materials Emergency Planning Grant

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

**Regular Meeting #8 - 2024  
Fairfield County Commissioners' Office  
February 27, 2024**

**Approval of Resolutions from Fairfield County Job and Family Services**

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

- 2024-02.27.g      A resolution regarding a Memorandum of Understanding between the Fairfield County Family and Children First Council and Fairfield County Job and Family Services for financial and managerial oversight.
- 2024-02.27.h      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018
- 2024-02.27.i      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

Commissioner Fix thanked Family and Children First Council, and Job and Family services for their ongoing partnership.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Juvenile & Probate Court**

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

- 2024-02.27.j      A resolution authorizing the approval of an Amendment #1 to the FY24 Grant Agreement with the Ohio Department of Youth Services.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Regional Planning Commission**

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

- 2024-02.27.k      A Resolution to Approve a Final Plat for the development at 9695 Basil Western Road. Final Plat
- 2024-02.27.l      A Resolution to Approve a Final Plat for the development at RES Canal Winchester I LLC Final Plat

Director Mattei stated the resolutions relate to the MedVet and DHL sites.

Roll call vote of the motion resulted as follows:

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



**Regular Meeting #8 - 2024  
Fairfield County Commissioners' Office  
February 27, 2024**

**Approval of a Resolution from the Fairfield County Sheriff**

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

2024-02.27.m        A resolution authorizing the approval of an agreement between the Fairfield County Sheriff's Office and Motorola Solutions Inc.

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

2024-02.27.n        A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

**Recess**

With no further business, the Board of Commissioners moved to recess at 9:45 a.m.

**Commission Connection Video – 10:30 a.m.**

**Executive Session**

On the motion of Jeff Fix and the second of Steve Davis, the Commissioners voted to go into Executive Session to discuss imminent litigation at 11:11 a.m. Commissioner Davis asked for the following persons to be in Executive Session: all three Commissioners, the County Administrator and Deputy County Administrator, representatives from the Prosecutor's Office, and the Assistant Clerk to the Board of Commissioners.

Roll call vote of the motion resulted as follows:

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

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to return to regular session at 11:57 a.m.

Roll call vote of the motion resulted as follows:

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

**Adjournment**

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 11:57 a.m.

Roll call vote of the motion resulted as follows:

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

Regular Meeting #8 - 2024 – February 27, 2024

- 8 -



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**A resolution approving the appointment of Ms. Kellie Smith to the Fairfield County Board of Developmental Disabilities.**

**WHEREAS**, there is currently a vacancy for an unexpired term of Elizabeth Burwell on the Fairfield County Board of Developmental Disabilities; and

**WHEREAS**, the Board of Commissioners is authorized to fill vacancies on the Board of Developmental Disabilities by appointment of qualified individuals; and

**WHEREAS**, Ms. Kellie Smith has expressed an interest and willingness to serve on the board and is eligible to fill the remainder of an unexpired term on the board; and

**WHEREAS**, Ms. Smith has exceptional education and work experience.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby appoints Ms. Kellie Smith to serve the remainder of an unexpired term on the Fairfield County Board of Developmental Disabilities.

**Section 2.** That this appointment is effective March 5, 2024, expiring December 31, 2025.

Prepared by: Bennett Niceswanger

Cc: Fairfield County Board of Developmental Disabilities

Signature Page

Resolution No. 2024-03.05.a

A Resolution Approving the Appointment of Ms. Kellie Smith to the Fairfield County Board of Developmental Disabilities

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution authorizing a fund to fund transfer –General Fund # 1001 to Capital Improvement Fund # 3435.**

**WHEREAS,** the Board of Commissioners approved the 2024 Appropriation Budget general fund appropriation transfer of \$176,049.93 to the Capital Improvement Fund for capital projects; and

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

---

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

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**Section 1.** That the transfer of funds in the amount of \$176,049.93 hereby authorized as follows:

From: 12100149 700007 General Fund transfer capital improvement  
To: 12343500 439100 Capital Improvement intergovernmental transfers in

Prepared by: Staci Knisley  
cc: Commissioners' Office

Signature Page

Resolution No. 2024-03.05.b

A Resolution Authorizing a Fund-to-Fund Transfer – General Fund #1001 to Capital Improvement Fund #3435

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing fund to fund transfers from the General Fund # 1001 to: #4550, #4809, #4851, #4714, #4819, & #4878 for Debt Service Payments for 2024.**

**WHEREAS,** the General Fund is responsible for payments of debt service; and

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

---

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

---

Section 1. That the Board of Commissioners approves the following fund to fund transfers:

\$ 231,375	12100149 700110	12480900 439100	Transfers - Debt - Energy Conservation		
\$ 1,579,618.76	12100149 700305	12481900 439100	Transfers - Debt - Jail		
\$ 74,637.50	12100149 700114	12485100 439100	transfers - co building/facility improvements		
\$ 163,701	12100149 700100	12455000 439100	transfers - Coonpath		
\$ 297,279.50	12100149 700118	12489500 439100	Transfers – Airport 2023		
\$ 19,512.50	12100149 700118	12471443 439100	Transfers – Airport		
\$ 43,431	12100149 700118	12471442 439100	Transfers - Airport		
\$ 468,712.50	12100149 700119	12487800 439100	Transfers - Debt - Energy Conservation Part#2		

Total \$2,878,267.76

Prepared by: Staci Knisley  
cc: Commissioners’ Office

Signature Page

Resolution No. 2024-03.05.c

A Resolution Authorizing Fund-to-Fund Transfers from the General Fund # 1001 to:  
#4550, #4809, #4851, #4714, #4819, & #4878 for Debt Service Payments for 2024

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

**WHEREAS**, appropriations are added to cover prior year invoices; and

**WHEREAS**, appropriations were approved in resolutions 2021-09.07.g and 2021-09.21.k, and not yet fully expended; and

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

---

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

---

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

\$16,450.59 – 12287600 Capital Outlay

---



**For County Auditor Use Only:**

**Section 1.** Update the following appropriations:

\$ 16,450.59 12287600 574440 R517a - *Capital Outlay*

Signature Page

Resolution No. 2024-03.05.d

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing a fund to fund transfer for the 2<sup>nd</sup> half 2024 Allocation for Soil & Water.**

**WHEREAS**, the Board of Commissioners approved \$346,800 for the 2024 Allocation for Soil & Water to be disbursed in two (2) payments, and

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

---

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

---

**Section 1.** That the transfer of funds in the amount of \$173,400 hereby authorized as follows:

From: 12100148 700204 GRF transfers out  
To: 61702600 439100 Soil & Water transfers in

Prepared by: Staci Knisley  
cc: Commissioners' Office, Soil & Water

Signature Page

Resolution No. 2024-03.05.e

A Resolution Authorizing a Fund-to-Fund Transfer for the 2nd Half 2024 Allocation for Soil & Water

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Probation fund #2365.**

**WHEREAS,** additional appropriations are needed to cover expenses in 2024;

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

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

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

13236500	Capital Outlay	\$10,000
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Prepared by: Brian Wolfe



**A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Probation fund #2365.**

**For Auditor's Office Use Only:**

<b>13236500 574300</b>	<b>\$10,000</b>	<b>Furniture and Fixtures</b>
------------------------	-----------------	-------------------------------

Signature Page

Resolution No. 2024-03.05.f

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fairfield 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 regarding the reappointment of Nathan Hale to the WIOA Area 20 Workforce Development Board.**

**WHEREAS,** Fairfield, Pickaway, Ross, Vinton and Hocking Counties Job & Family Services have established a County Workforce Area known as Area 20, and

**WHEREAS,** Fairfield County needs to reappoint individuals to the Area 20 board to oversee the Ohio Means Job Centers, make policies, and approve fiscal decisions funded by the Workforce Innovation and Opportunity Act, serving on the Workforce Development Board, and

**WHEREAS,** Nathan Hale has agreed to continue to represent Fairfield County on the Area 20 WDB commencing July 1, 2023, through the expiration date of June 30, 2026.

---

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

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**Section 1.** That Nathan Hale is reappointed to represent Fairfield County on the Area 20 WDB, commencing July 1, 2023 through June 30, 2026.

Signature Page

Resolution No. 2024-03.05.g

A Resolution Regarding the Reappointment of Nathan Hale to the WIOA Area 20  
Workforce Development Board

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**Approval for a Space Use Agreement between Fairfield County Commissioners and Eastland Fairfield Career Technical School for use of Workforce Center.**

**WHEREAS,** Fairfield County Commissioners own building located at 4465 Coonpath Rd NW, Carroll, OH, 43112; and

**WHEREAS,** Fairfield County Commissioners are allowing Eastland Fairfield Career Technical School to use space in the building to promote joint educational and vocational collaboration;

---

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

---

**Section 1.** That the Fairfield County Commissioners approve the agreement with Eastland Fairfield Career Technical School.

Prepared by: Angel Conrad



## AGREEMENT

This Agreement (“Agreement”) is made effective February \_\_, 2024, by and between the Fairfield County Commissioners, (“FCC”), and Eastland Fairfield Career and Technical Schools (“EFCTS”), who hereby agree as follows:

1. **Goal of Agreement.** FCC and EFCTS recognize that each organization holds a valuable and respected place in our community and through this affiliation will work toward enhancing economic and workforce development services that each provides to improve our community.
2. **Grant of Permission.** On the terms and subject to the conditions set forth herein. FCC hereby gives, EFCTS and EFCTS accepts, permission to use and occupy space for programs per FCC approval up to 2,000 sq ft. located at 4465 Coonpath Rd. NW, Carroll, OH 43112.
3. **Term.** The term of this Agreement (“Term”) shall commence on February 1, 2024 (“Commencement Date”) and expire on December 31, 2026 (“Termination Date”), unless earlier terminated as provided herein. Thereafter, the agreement shall automatically renew for successive three-year period beginning January 1<sup>st</sup> of each successive year unless terminated as provided below.
4. **Rent.** EFCTS shall pay FCC rent in the amount of one dollar annually (“Rent”). The rent shall be due and payable within 15 days of the end of August during the term and successive terms. Payments shall be tendered to Fairfield County Commissioners, c/o Fairfield County Economic Development, Ste. 407, 210 E. Main Street, Lancaster, Ohio 43130.
5. **Operating Costs and Utilities.** FCC will arrange and pay for all operating costs and utilities associated with the Premises, including the space occupied by EFCTS as identified in Section 2, as well as common areas, conference rooms and classrooms. FCC will also provide common area maintenance and janitorial services at no additional cost to EFCTS.
6. **Termination for Convenience.** EFCTS may terminate this Agreement for its convenience and without cause any time upon ninety days prior written notice to the other party. Termination under this section will not affect the rights or remedies of either party then-existing or that may thereafter accrue.
7. **Common Areas and Parking.** Parking is available for EFCTS staff and visitors. EFCTS shall have reasonable access to common areas, classrooms and conference rooms of the Premises at no cost to EFCTS. Access to classrooms will be mutually agreed upon between FCC and EFCTS in advance of each Semester.
8. **Access Control.** Occupant shall have access to the Center and Premises 24 hours per day, 7 days per week. Occupant shall be provided with keycard access to the Center.
9. **Default.** The following shall be deemed an event of default: Failure by FCC to perform any obligation that is not remedied within 10 days after receipt or written notice by EFCTS of such failure, unless

because of the nature of such failure it cannot be corrected within such 10-day period, in which cause default shall be failure to commence correction within such 10-day period. Immediately upon the occurrence of any event of default or at any time thereafter, unless the event of default has been cured with the written consent of, or waived by EFCTS, EFCTS party may at its option terminate this Agreement without waiving any legal rights and remedies.

10. **Notices.** All notices required or desired to be given to either party under this Agreement shall be given in writing and deemed given when delivered personally, three days after having been mailed by certified mail (return receipt requested) to the party at the address(es) listed below, or one day after having been delivered to Federal Express or other express delivery for overnight delivery to the party at the address(es) listed below:

To Career Technical School

Eastland Fairfield Career Technical School

To Occupant

Fairfield County Economic Development  
4465 Coonpath Rd. NW,  
Carroll, OH 43130

12. **Governing Law and Forum.** This Agreement shall be governed in regards to its execution, interpretation or enforcement in accordance with the laws of the State of Ohio. Venue shall be in the Ohio Court of Claims for any claims of monetary damages against EFCTS. All other state and federal actions shall be heard in the courts of Fairfield County, Ohio and the United States District Court for the Southern District of Ohio, Eastern Division as applicable.

13. **Assignment.** FCC shall not assign this Agreement or any of its rights or obligations herein. EFCTS may assign this Agreement or its rights or obligations herein upon thirty days' advance written notice to FCC.

14. **No Third-Party Beneficiary.** There shall be no third-party beneficiary to this Agreement and nothing contained in this Agreement will be deemed to create rights in persons that are not parties to the Agreement.

15. **Signage.** FCC shall permit EFCTS to place reasonable, temporary wayfinding signage within the Premises. EFCTS shall obtain FCC's prior consent to the appearance, content and placement of such signage.

16. **Building and Equipment Alterations.** EFCTS may make necessary alterations to its space listed in Section 2 as needed to provide training and instruction for its students only upon prior approval from the FCC or its designee. EFCTS may also install equipment as needed upon prior authorization from the FCC or its designee. Requests for space adjustments and equipment installation must be made in writing to FCC and must include location and details of space adjustments or equipment installation. FCC will have up to 14 calendar days to accept or deny the request.

17. **Entire Agreement.** No oral statement or prior written material not specifically mentioned herein shall be of any force or effect, and no change in or addition to this Agreement shall be recognized unless evidenced by a writing executed by FCC and EFCTS. Such amendment shall become effective on the date stipulated therein.

18. **Waiver.** No waiver of any rights or obligations hereunder shall be deemed to have occurred unless it is in writing signed by the party against whom such waiver is asserted, and no waiver shall be deemed a waiver of any other or subsequent rights or obligations.

19. **Counterparts and Electronic Versions.** This Agreement may be executed in several counterparts, and each executed counterpart shall be considered an original of this agreement. A version of this Agreement that contains a faxed or scanned and emailed signature shall be deemed an original.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

**For Eastland Fairfield Career and Technical Schools**

Signature: *Dawn L Lemley*

Print Name: DAWN L LEMLEY

Title: TREASURER

Date: 2-14-2024

**For Fairfield County Commissioners**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EASTLAND-FAIRFIELD

### CAREER & TECHNICAL SCHOOLS

#### Agenda Item Details

Meeting	Feb 14, 2024 - Regular Meeting of the Eastland-Fairfield Career & Technical Schools Board of Education
Category	6. SUPERINTENDENT'S RECOMMENDED ACTION
Subject	6.7 Approval of Agreement with Fairfield County Commissioners for Lease of Facility 020G-24
Access	Public
Type	Action
Recommended Action	<p>Motion to approve approve the following resolution:            WHEREAS, the EFCTS Adult Workforce Development division is in need of a facility to accommodate the new 5G/Broadband, and</p> <p>WHEREAS, a request is made that EFCTS extend an agreement with the Fairfield County Commissioners (FCC) for the use of a space located at 4465 Coonpath Road NW, Carroll, Ohio, 43112.</p> <p>BE IT RESOLVED that the Board approves a lease agreement for the period beginning February 1, 2024, through December 31, 2026. EFCTS shall pay FCC rent in the amount of one dollar (\$1) annually. Payments shall be tendered to Fairfield County Commissioners, c/o Fairfield County Economic Development, Ste. 407, 210 E. Main Street, Lancaster, OH 43130.</p> <p>This lease shall be effective only when the appropriate signatures are affixed and a copy of such agreement shall be on file in the Office of the Treasurer. The agreement shall automatically renew for successive three-year period beginning January 1st of each successive year unless terminated as provided in the agreement.</p>

#### Public Content

 [2024-02-14 Fairfield County Commissioners.pdf \(106 KB\)](#)

#### Administrative Content

#### Executive Content

#### Motion & Voting

Motion to approve approve the following resolution:  
 WHEREAS, the EFCTS Adult Workforce Development division is in need of a facility to accommodate the new 5G/Broadband, and

WHEREAS, a request is made that EFCTS extend an agreement with the Fairfield County Commissioners (FCC) for the use of a space located at 4465 Coonpath Road NW, Carroll, Ohio, 43112.

BE IT RESOLVED that the Board approves a lease agreement for the period beginning February 1, 2024, through December 31, 2026. EFCTS shall pay FCC rent in the amount of one dollar (\$1) annually. Payments shall be tendered to Fairfield County Commissioners, c/o Fairfield County Economic Development, Ste. 407,



210 E. Main Street, Lancaster, OH 43130.

This lease shall be effective only when the appropriate signatures are affixed and a copy of such agreement shall be on file in the Office of the Treasurer. The agreement shall automatically renew for successive three-year period beginning January 1st of each successive year unless terminated as provided in the agreement.

Motion by Anne Darling Cyphert, second by Leo J Knoblauch.

Final Resolution: Motion Carried

Yea: Joyce Galbraith, Bill McGowan, Leo J Knoblauch, Amanda Young, Anne Darling Cyphert, Dion Manley, Barry Alcock

Prosecutor's Approval Page

Resolution No.

Approval for a Space Use Agreement between Fairfield County Commissioners and Eastland Fairfield Career Technical School for use of Workforce Center.

(Fairfield County Economic & Workforce Development)

Approved as to form on 2/23/2024 2:47:55 PM by Austin Lines,

# 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 26<sup>th</sup> day of February, 2024.

Rick Lybrub

Economic & Workforce Dev Director

Name and Title

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

Signature Page

Resolution No. 2024-03.05.h

Approval for a Space Use Agreement between Fairfield County Commissioners and Eastland Fairfield Career Technical School for Use of the Workforce Center

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**RESOLUTION REQUESTING FAIRFIELD COUNTY COMMISSIONERS TO COMMENCE LEGAL ACTION AGAINST 8312 CHESAPEAKE WAY FOR OBSTRUCTIONS OR INTERFERENCE OF THE COUNTY'S DRAINAGE EASEMENT**

**WHEREAS**, the Fairfield County Board of Commissioners have a drainage easement within the plat of the Chesapeake subdivision, Section 1, located in Violet Township, Fairfield County, Ohio, (aka "Chesapeake Way subdivision") as recorded on August 22, 2019, and held in Cabinet 3, Slot 55, in the Fairfield County Recorder's Office, and

**WHEREAS**, the drainage easement was granted to the Board for "the purpose of construction, operation, reconstruction, usage, and maintenance of storm drainage swales, ditches, and underground piping" in the Chesapeake Way subdivision, and

**WHEREAS**, as part of the drainage easement area, the Board has "the right to construct, clean, repair, keep unobstructed, and care for said sewers, swales, ditches, piping, and appurtenant structures, together with the right of access to the said areas for that said purpose", and

**WHEREAS**, the Fairfield County Engineer has general charge and supervision of all drainage improvements within Fairfield County, Ohio, pursuant to R.C. 6137.06(A), and

**WHEREAS**, the Fairfield County Engineer has determined that Lot 11 of the Chesapeake Way subdivision, located at 8312 Chesapeake Way NW, Pickerington, Ohio 43147, Fairfield County, is in violation of the County's drainage easement to wit: constructing and maintaining a fence, including the installation of the metal casings to hold the fence, within the County's drainage easement, and

**WHEREAS**, the Fairfield County Engineer has notified the property owner several times to remove the fence and the metal casings from the County's drainage easement; and

**WHEREAS**, the property owner has only removed the fence from the drainage easement, but has left the metal casings to re-erect the fence in defiance of the directives from the Fairfield County Engineer's Office; and



**RESOLUTION REQUESTING FAIRFIELD COUNTY COMMISSIONERS TO COMMENCE LEGAL ACTION AGAINST 8312 CHESAPEAKE WAY FOR OBSTRUCTIONS OR INTERFERENCE OF THE COUNTY’S DRAINAGE EASEMENT**

**WHEREAS**, by leaving the metal casings in the County’s easement, the property owner has not permanently removed the fence, per the previous orders of the Fairfield County Engineer; and

**WHEREAS**, as the Fairfield County Engineer wants to ensure that the County’s drainage easement remains unobstructed in compliance with the recorded plat for the Chesapeake Way subdivision, he is respectfully petitioning the Fairfield County Board of Commissioners to commence legal action to enforce the Board’s rights under its easement.

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

**Section 1.** That the Fairfield County Board of Commissioners hereby direct the Fairfield County Prosecutor’s Office to commence legal action to enforce the requirements of the County’s drainage easement against the property owner of Lot 11, Chesapeake subdivision, Section 1, located at 8312 Chesapeake Way NW, Pickerington, Ohio 43147.

Signature Page

Resolution No. 2024-03.05.i

A Resolution Requesting the Fairfield County Commissioners to Commence Legal Action Against 8312 Chesapeake Way for Obstructions or Interference of the County's Drainage Easement

(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:**

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

\$15,000.00      16202401-Contractual Services

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**For Auditor's Office Use Only:**

16202401-534000      \$15,000.00

Prepared by: Julie Huggins  
cc: Engineer

Signature Page

Resolution No. 2024-03.05.j

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, County Engineer Find #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 Authorizing the Approval of a Construction Agreement and Bid Award with AmeriCoat Asphalt & Concrete**

**WHEREAS,** The Board of County Commissioners is responsible for maintaining the parking areas at each of its buildings and facilities in a good and safe condition for County employees and customers; and

**WHEREAS,** the County parking areas at The Records Center and the Emergency and Facilities Management Complex are in need of improvements using asphalt resurfacing, crack filling, sealing and striping; and

**WHEREAS,** the opening of sealed bids on February 23, 2024, for the 2024 Parking Lot Improvements Project-BP #1 resulted in the following total bid amounts;

• AmeriCoat Asphalt & Concrete	\$82,075
• Spires Paving Company, Inc	\$92,550
• Neff Paving	\$101,500
• Sheedy Paving	\$102,280
• Ambrose Asphalt	\$103,187
• McKee Paving	\$107,678
• Dreams Excav & Asphalt	\$121,500
• Law General Contracting	\$138,381
• Strawser Paving	\$145,670

**WHEREAS,** the Facilities Director and County Administrator have reviewed the bids received and are recommending that a Contract for the construction be awarded to AmeriCoat Asphalt & Concrete, a responsive and responsible Bidder, for the total contract amount of \$82,075.00, and

**WHEREAS,** funds have been placed in the capital projects fund for the specific purpose of the Parking Lot Improvements Project-BP #1, and a purchase order encumbering the funds for the services has been acquired; and

**WHEREAS,** the agreement with AmeriCoat Asphalt & Concrete, for construction services, as attached, has been approved to form by the County Prosecutor, and

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

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**Section 1.** The Board of County Commissioners approves the attached Construction Agreement in the amount of \$82,075.00, with AmeriCoat Asphalt & Concrete, and authorizes the board president to sign the documents.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to AmeriCoat Asphalt & Concrete, for their record.



## AGREEMENT

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This Agreement is made as of the 5th day of March, 2024, between the Owner and the Contractor for the following project as listed below;

**OWNER:** The Fairfield County Commissioners  
210 East Main Street, Room 300  
Lancaster, Ohio 43130

**CONTRACTOR:** AmeriCoat Asphalt & Concrete  
7510 Montgomery Drive  
Plain City, Ohio 43064

**PROJECT NAME:** Parking Lot Improvements Project – Bid Package 1

**ENGINEER:** N/A  
(if applicable)

The undersigned Contractor is to furnish all material and perform all labor necessary to complete the Work described in the Contract Documents and the attached Invitation to Bid (ITB) issued for the referenced project, and as noted below:

1. The parties agree that the contract shall consist of all the bid documents related to the Invitation to Bid issued by Fairfield County on February 1, 2024, including plans and specifications by Fairfield County dated 2/1/24, along with No Addenda; and this agreement, all of which are collectively known as the "Contract".
2. The contract term is one (1) year from the date that the Owner accepts this Contract via signature and resolution or upon completion of the Project, whichever occurs first.
3. The total amount of the contract cannot exceed Eighty Two Thousand, seventy five and 00/100 dollars; (**\$82,075.00**), unless otherwise limited or expanded by a written contract amendment.
4. The Contractor and the Owner agree that the following exceptions and clarifications to the scope of work, as noted in the referenced bid documents shall apply:
  - A. None
5. This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of or conflicts of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in a court of the State of Ohio, sitting in Fairfield County, Ohio.

6. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish liability and property damage insurance in the amount specified in the Bid Documents if applicable. The Contractor shall name Fairfield County Board of Commissioners as an additional insured on the liability insurance. A copy of the policy shall be provided to the Owner prior to the commencement of work. In the absence of a Bid Document, the Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
7. The Contractor agrees to protect, defend, indemnify, and hold the County; its officers, employees, and agents; and the Board of County Commissioners of Fairfield County free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the County; its officers, employees, and agents; and the Board of County Commissioners in defending any action arising out of the aforementioned acts or omissions.
8. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, however, the County will, at all times, have access to the work. All work will be performed in a good and workmanlike manner. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The County reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the County shall renegotiate the contract price to reflect the costs of the work so altered.
9. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
10. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.
11. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Fairfield County Sheriff's Office will investigate all accidents and shall make a report.
12. The time limits stated in the Contract Documents or the Invitation to Bid (ITB) are of the essence of the Contract, and the Contract Completion date shall be: **80 Calendar Days from the Notice to Proceed per Article 3.9.1.** Failure to complete the project for Owner Occupancy by the deadline will result in liquidated damages being assessed to the Contractor at a rate of \$500 per day until Substantial Completion is achieved, as stated in Article 3.9.2. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.
13. The Contractor shall not permit liens or encumbrances to be filed against the County property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder

voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the County's prior written consent.

14. In the event the County provides its written consent to a Subcontractor, the Contractor shall indemnify and save the County and the County's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the County may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the County shall be considered as a payment made under the Agreement by the County to the Contractor and the County shall not be liable to the Contractor for any such payments in good faith.
15. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights of Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
16. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
17. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Additional charges MUST be approved by the Board of County Commissioners in writing and will be based on additional time spent to complete the Work. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
18. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will issue Final Payment within fifteen (15) days.
19. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the County or its Board of County Commissioners.

20. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.

**Contractor: AmeriCoat Asphalt & Concrete**

Signed By:   
*Alex Sheedy - Director of Sales*

Date: 02/27/24

**ACCEPTANCE**

You are hereby authorized to proceed with the above work for which the undersigned agrees to pay the amount stated in said Contract and according to the terms thereof:

**Owner: Fairfield County Board of Commissioners**

Signed By: \_\_\_\_\_  
Dave Levacy, Board President

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant Prosecuting Attorney

Date: \_\_\_\_\_

# NOTICE OF INTENT TO AWARD

**TO:** AmeriCoat Asphalt and Concrete  
7510 Montgomery Drive  
Plain City, Ohio 43064

**PROJECT:** 2024 Parking Lot Improvements Project- Bid Package #1

The OWNER has considered the BID submitted by you on February 23, 2024 for the above described WORK, in response to its Advertisement for Bids, Invitation to Bidders, Addendums, and bid documents.

You are hereby notified that your BID has been accepted for all items included in the bid documents, including No Addenda, in the amount of \$ 82,075 .

You are required by the Information to Bidders to execute the Agreement and furnish the required CONTRACTOR's W-9 Tax Form, Ohio New Hire Form, Certificates of Insurance, and Workers Compensation Certificate within 10 calendar days from the date of this notice to you.


If you fail to execute said Agreement and to furnish said forms, if required, within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated this 26th day of February , 2024.


## FAIRFIELD COUNTY COMMISSIONERS

Owner

By:   
Title: Deputy Director of Facilities Department

## ACCEPTANCE OF NOTICE BY CONTRACTOR

Receipt of the above NOTICE OF AWARD is hereby acknowledged by AmeriCoat Asphalt & Concrete  
On this 27th day of February , 2024.

Signed By:   
Name and Title: Alex Sheedy - Director of Sales

cc:

**CONTRACT FORM A**

Fairfield County Commissioners  
**PARKING LOT IMPROVEMENTS PROJECT – Bid Package 1**

**BID FORM**

Bids Must be submitted on this form only. (Type or Print Clearly)  
Prevailing Wage rates apply.

**ITEM 1 - BASE BID WORK:**

1A. Lump Sum Bid Amount (L & M)

\$ 80,195.00

Sub-Contractor Name: AmeriCoast Asphalt & Concrete

**ITEM 2 - BID ALLOWANCE :**

2A Cost of 50 SY of additional Full-Depth Pavement Repair (L & M)

\$ 1,880

To be used as directed by Owner

**ITEM 3 - TOTAL BID AMOUNT: (Sum of all lines above)**

\$ 82,075

**Acknowledgement of Addenda Received: (List all Addendum numbers and date)**

Addendum # \_\_\_\_\_

Date: \_\_\_\_\_

Addendum # \_\_\_\_\_

Date: \_\_\_\_\_

Having carefully read and examined the entire set of Construction Documents, including without limitation the Drawings, Specifications and all Addenda (listed above) prepared by the Architect for the above referenced Project; and with a clear understanding of the delineation between Base Bid and Alternate Bid work; and having visited and examined the site, premises, and the conditions affecting the work, the undersigned Bidder proposes to perform all Work, furnish all labor, materials and equipment for this Project in strict compliance with the Construction Documents for the sums indicated above.

Note: The breakdown of this combined bid as indicated above is requested for the purpose of assisting the Owner in evaluating the bids received. In order for your bid to be accepted, all blanks must be filled.

Signed By Bidder: [Signature]

Date: 02/20/24

Printed Name: Alex Sheedy

Title: Director of Sales

Company Name: AmeriCoast Asphalt & Concrete

Address: 7510 Montgomery Dr. Plain City OH 43064

Phone: (614) 335-1050



**CONTRACT FORM B**

**NON-COLLUSION AFFIDAVIT**

State of Ohio )  
 ) SS:  
Fairfield County )

I Dan Friedman being first duly sworn, deposes and says that  
he/she is Owner (Sole Owner, a Partner, President, Secretary, etc.)  
of Americoat Asphalt & Concrete

the party making the proposal; that such proposal is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation, that such proposal is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder or to secure any advantage against Fairfield County; that all statements contained in such proposal are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, public official or employee, organization, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in this general business.

Signed: [Signature] Title: President

SWORN to and SUBSCRIBED before me this 20<sup>th</sup> day of February, 2024  
in Union County, State of Ohio.

My Commission expires: 4/27/2026



TODD E. FRIEDMAN  
Notary Public, State of Ohio  
My Commission Expires  
April 27, 2026

[Signature]  
NOTARY PUBLIC

# CONTRACT DOCUMENT C

## Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract of with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vender. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

  
(Signature) \_\_\_\_\_ (Date) 02/20/24

Alex Sheedy - Director of sales  
(Name and Title of Signer, Please Print)

Ameriloat Asphalt & Concrete

(Firm or Company Name)

**CONTRACT FORM D**

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER FOR  
NON~DELINQUENCY OF PERSONAL PROPERTY TAXES  
PER O.R.C. SECTION 5719.042**

STATE OF OHIO                    )  
  ) SS  
COUNTY OF FAIRFIELD        )

TO:    Fairfield County Commissioners

The undersigned, being first duly sworn, having submitted a bid for;

Lancaster / Fairfield Co. Various Locations - Parking Lot Improvements

hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

*[Handwritten Signature]*

Contractor (Signature)

Sworn to before me and subscribed in my presence this 20<sup>th</sup> day of February, 2014.

*[Handwritten Signature]*

Notary Public  
Commission Expires: 4/27/2026



TODD E. FRIEDMAN  
Notary Public, State of Ohio  
My Commission Expires  
April 27, 2026

Seal

**CONTRACT FORM E**

**DRUG FREE WORKPLACE**

This is to certify that the undersigned Contractor complies with the Drug Free Workplace Act of 1988:

1. Any individual contractor must agree not to engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
2. All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace.

In the event of the Contractor's non-compliance with the drug free workplace certification, contracts may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contracts.

02/20/24  
Date

  
Authorized Signature of Contractor

AmeriCoat Asphalt & Concrete  
Company Name

Alex Shedy  
Print Name

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

American Coatings Corp DBA  
Americoat Asphalt & Concrete  
7510 Montgomery Dr  
Plain City, OH 43064

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

**OWNER** (Name, legal status and address):

Fairfield County Commissioners  
138 W Chestnut St  
Lancaster, OH 43130

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**BOND AMOUNT:** \$82,075.00

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT** (Name, location or address, and Project number, if any):

Fairfield County Commissioners  
138 W Chestnut St  
Lancaster, OH 43130

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of February 2024

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Principal) (Seal)  
Director of Sales - Alex Sheedy  
(Title)

  
\_\_\_\_\_  
(Witness)

**THE CINCINNATI INSURANCE COMPANY**  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) Jennifer Alwood - POA

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.  
**S-2000-AIA (11/10) PUBLIC**



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Thomas G. Pillifant, IV; Jason L. Pillifant; Dolores A. Hicks; Jennifer Alwood and/or Teresa Grim

of Westerville, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Signature of Steve A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of



Signature of Steve D. Dan

Secretary





The Cincinnati Insurance Company • The Cincinnati Indemnity Company  
The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company  
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY  
FINANCIAL STATEMENT  
DECEMBER 31, 2022

ASSETS

Cash	\$ 854,207,065
Bonds	7,306,257,086
Stocks	6,879,874,924
Agents Balance Receivable	2,169,988,297
All Other Admitted Assets	<u>904,368,277</u>
TOTAL ADMITTED ASSETS	<u>\$18,114,695,649</u>

LIABILITIES

Reserve for Losses and Loss Expense	\$ 7,003,389,887
Reserve for Unearned Premiums	3,299,213,929
All Other Liabilities	1,300,399,861
Capital	\$ 3,586,355
Surplus	6,508,105,617
TOTAL LIABILITIES & EQUITY	<u>6,511,691,972</u> <u>\$18,114,695,649</u>

State of Ohio  
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2022 is true and correct to the best of her knowledge and belief.

  
Theresa A. Hoffer  
Senior Vice President, Treasurer

Subscribed and sworn before me this 22<sup>nd</sup> day of February 2023.





RACHEL ELLEN UNDERWOOD  
Notary Public  
State of Ohio  
My Comm. Expires  
June 7, 2027



## Certificate of Compliance

Issued 06/21/2022

Effective 07/01/2022

Expires 06/30/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

### CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

#### Section 3929.01 (A)

Accident & Health	Multiple Peril - Farmowners
Aircraft	Multiple Peril - Homeowners
Allied Lines	Ocean Marine
Boiler & Machinery	Other Liability
Burglary & Theft	Private Passenger Auto - Liability
Commercial Auto - Liability	Private Passenger Auto - No Fault
Commercial Auto - No Fault	Private Passenger Auto - Physical Damage
Commercial Auto - Physical Damage	Surety
Credit	Workers Compensation
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$17,694,513,211, liabilities in the amount of \$10,447,760,241, and surplus of at least \$7,246,752,970.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

*Judith L. French*

Judith French, Director  
3/5/24





7510 Montgomery Dr.,  
Plain City, OH 43064  
614-335-2500 phone  
614-335-1050 fax  
www.AmeriCoat.com

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## **Contractor References & Contact Information**

### **100 W Old Wilson Bridge Rd. –**

Erin Dimesa: (614) 512-3229 edimesa@drk-realty.com

### **ShIPLEY Parking Lot Seal & Stripe –**

Tasheena Duresky: (614) 752-2069 tnduresky@dps.ohio.gov

### **Heath-Newark-Licking Co. Port Authority North Lot –**


John Vermaaten: (740) 334-3800 jvermaaten@hnlcpa.com

# ROUTING FORM FOR CONTRACTS

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Name and Title

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

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24003300 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

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AMERICAN COATINGS CORP  
7510 MONTGOMERY DRIVE  
PLAIN CITY, OH 43064

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MAINTENANCE DEPARTMENT  
240 BALDWIN DRIVE  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
		3528		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/29/2024	18149			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Record Center & Baldwin (EFMC) parking lot project GL Account: 12343500 - 570000	1.0	EACH	\$82,075.00	\$82,075.00

GL SUMMARY	
12343500 - 570000	\$82,075.00

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$82,075.00 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: 02/29/2024

*Carri L. Brown*

Auditor Fairfield County, OH

**Purchase Order Total \$82,075.00**

3/5/24

192

**For Department Use ONLY**

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Construction Agreement and Bid Award  
with AmeriCoat Asphalt & Concrete

(Fairfield County Facilities)

Approved as to form on 3/1/2024 9:47:43 AM by Amy Brown-Thompson,



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



Signature Page

Resolution No. 2024-03.05.k

A Resolution Authorizing the Approval of a Construction Agreement and Bid Award  
with AmeriCoat Asphalt & Concrete

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to approve a Contract Amendment between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners**

**WHEREAS,** The Board of County Commissioners has a responsibility to provide building facilities necessary for the various County departments; and

**WHEREAS,** the Workforce Development Training Center at 4465 Coonpath Rd., Carroll, Ohio is one of those facilities and requires additional design services for construction projects; and

**WHEREAS,** Steed Hammond Paul, Inc. dba SHP Architects was the selected design firm by the County for original renovations and approved in Resolution 2022-7.26 p; and

**WHEREAS,** additional services were added on Amendment 1 on Resolution 2023-08.01.h; and

**WHEREAS,** an amendment is needed to add additional design services for lab and restroom spaces; and

**WHEREAS,** the contract is proposed in accordance with ORC 307.86

---

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

---

**Section 1.** The Board of County Commissioners approves the attached contract amendment and authorizes its Board President to sign the amendment.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction to the Facilities Director.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24003116 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2025

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

Revisions: 000

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STEED HAMMOND PAUL, INC.  
SHP  
312 PLUM STREET  
CINCINNATI, OH 45202

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MAINTENANCE DEPARTMENT  
240 BALDWIN DRIVE  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
513-381-2112		3335		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/22/2024	17006			COMM-MAINTENANCE
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	OU Engineering Lab Alterations GL Account: 12343501 - 570000	1.0	EACH	\$16,000.00	\$16,000.00
GL SUMMARY					
	12343501 - 570000			\$16,000.00	

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$16,000.00 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: 02/22/2024

*Carri L. Brown*

Auditor Fairfield County, OH

**Purchase Order Total \$16,000.00**

3/5/24

196

**For Department Use ONLY**



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Ohio University Engineering  
Lab Renovation

**AGREEMENT INFORMATION:**  
Date: July 19, 2022

**AMENDMENT INFORMATION:**  
Amendment Number: 02  
Date: February 13, 2024

**OWNER:** *(name and address)*  
Fairfield County Workforce  
Development Center  
4465 Coonpath Rd. NW  
Cincinnati, OH 45208

**ARCHITECT:** *(name and address)*  
SHP  
312 Plum Street, Suite 700  
Cincinnati, OH 45202

The Owner and Architect amend the Agreement as follows:

This Amendment for Additional Services shall include the services detailed in the attached Proposal, relating to: a Semiconductor Lab, a Vacuum Lab, and the renovation of the existing restrooms.

The Architect's compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

Architect's fee for the above described Additional Services shall be a lump sum fee of \$15,500.00, plus Reimbursable Expenses not to exceed \$500.00.

**Schedule Adjustment:**

It is anticipated Construction Documents and bidding will be completed by March 6, 2024.

### SIGNATURES:

SHP

**ARCHITECT** *(Firm name)*

**SIGNATURE**

Brandi Ash, Vice President

**PRINTED NAME AND TITLE**

February 13, 2024

**DATE**

**OWNER** *(Firm name)*

\_\_\_\_\_

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**



# PROPOSAL FOR ADDITIONAL SERVICES

## PARTIES TO AGREEMENT

Owner: Fairfield County Workforce Development Center  
c/o Board of Commissioners of Fairfield County, OH  
Mr. John Kochis, *Director of Facilities*  
210 East Main Street, Room 300  
Lancaster, Ohio, 43130

Architect: SHP  
312 Plum Street, Suite 700  
Cincinnati, OH 45202

## PROJECT INFORMATION

Project Name: **Fairfield County Workforce Development Center – OU Engineering Lab Renovation**

Scope of Additional Services: The Owner has requested a Semiconductor Lab and Vacuum Lab be added to the original project scope. The Owner has also elected to add the renovation of the existing men’s and women’s restrooms to the original project scope. SHP proposes the following services as necessary to complete the additional scope of work.

- Meet with Fairfield County Workforce Development Center Administration and Ohio University Staff and Administration as required to develop the scope of work for the new OU Labs and Restroom Renovations.
- Provide design options for review and determination of the final design approach.
- Provide all construction documents and specifications required for bidding and permit.
- Provide mechanical, electrical, and plumbing engineering services associated with the new OU Labs and Restroom Renovations.
- Assist in submitting/obtaining permit.
- Attend meetings required during the bidding phase including the pre-bid meeting for contractors and the pre-award meeting with the apparent low bid contractor.
- Provide Construction Administration services including review of all submittals, RFI’s and change orders during construction.
- Prepare final punch list upon final completion of the project.

## SCHEDULE

We are prepared to begin immediately upon receipt of written authorization to proceed. We anticipate completion of Construction Documents and Bidding by March 6, 2024.

## ADDITIONAL FEE & BILLING INFORMATION

Additional Fee:  Lump Sum  Hourly, Estimated Hours

**Fee for Additional Services shall be fifteen thousand five hundred dollars (\$15,500.00), plus Reimbursable Expenses.**

Reimbursable Expenses: Reimbursable Expenses shall be paid in addition to the above noted Fee. *Reimbursable Expenses may include but are not limited to: authorized travel for the Project, printing, postage, permitting, other similar Project-related expenditures. Total Reimbursable Expenses to be five hundred dollars (\$500.00).*

**AUTHORIZATION**

Services will be performed in accordance with the Terms and Conditions of the original Agreement between the parties, executed by the Client on July 19, 2022. Authorization by the Client to proceed, whether written or via purchase order or payment, shall constitute acceptance. No waiver or modification of the original Terms and Conditions of the Agreement between the parties shall be binding unless made in writing and signed by each parties' authorized representative.

**SHP:**

**Fairfield County Workforce Development Center/  
Board of Commissioners of Fairfield County, Ohio:**

Signature: Brandi Ash

Signature: \_\_\_\_\_

Name: Brandi S. Ash

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Date: 2/13/2024

Date: \_\_\_\_\_

**Certificate of Funds  
(ORC 5705.41)**

The undersigned, Fiscal Officer of the Owner hereby certifies that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding agreement, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Fiscal Officer, Fairfield County, Ohio



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

**WHEREAS**, The Board of County Commissioners has a responsibility to provide building facilities necessary for the various County departments, and

**WHEREAS**, the need for a Workforce Development Training Center in the County can be alleviated by renovating the existing property located at 4465 Coonpath Rd., Carroll, Ohio, and

**WHEREAS**, a Request for Qualifications was issued for design services and Statements of Qualifications were received from interested firms on March 4, 2022, and Steed Hammond Paul, Inc. dba SHP Architects was the selected firm by the County, and

**WHEREAS**, there is a need for outside consulting services from an Architect to advise the County on design options, code related requirements for the change of occupancy, cost estimating, and other critical design issues, and

**WHEREAS**, the agreement with SHP Architects for the facility assessment, masterplan, programming, and conceptual design, as attached, has been approved to form by the County Prosecutor, and

**WHEREAS**, a purchase order encumbering the funds for the services has been acquired, and

**WHEREAS**, the contract is proposed in accordance with ORC 307.86

---

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

---

**Section 1.** The Board of County Commissioners approves the attached contract and authorizes its Board President to sign the contract.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to SHP Architects, Inc.

# AIA<sup>®</sup> Document B105<sup>™</sup> – 2017

## **Standard Short Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the 19 day of July in the year 2022  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Fairfield County Workforce Development Center  
Attn: Mr. Richard Szabrak, Economic and Workforce Development Director  
4465 Coonpath Rd. NW  
Carroll, Ohio 43112

and the Architect:  
(Name, legal status, address and other information)

Steed Hammond Paul, Inc., d/b/a SHP  
312 Plum Street, Suite 700  
Cincinnati, Ohio 45202

for the following Project:  
(Name, location and detailed description)

Fairfield County Workforce Development Center – Facility Assessment - Due Diligence,  
Masterplan – Programming and Conceptual Design

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as detailed in the attached proposal (**Exhibit A**) and this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect services shall include, but not be limited to, the following:

Facility Assessment – Due Diligence Study &  
Masterplan – Programming & Concept Design.  
(Paragraph deleted)

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to designing and constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for future design and construction of the Project, provided that the Owner substantially performs its obligations under this Agreement. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

(Paragraphs deleted)

## ARTICLE 4 CLAIMS AND DISPUTES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 5. Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation, upon mutual agreement of the parties. Mediation, unless the parties mutually agree otherwise, shall be administered in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Both parties reserve the right to pursue litigation in a court of competent jurisdiction.

## ARTICLE 5 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than ten days' (10) written notice. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of execution.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the laws of the State of Ohio and any suit, which may be brought to enforce any provision of this Agreement, or any remedy with respect hereto, shall be brought in a Court of Common Pleas in Fairfield County, Ohio. Each party hereby expressly waives the right to remove any litigation arising out of this Agreement to federal court.

Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Architect agrees:

1. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
2. That neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
3. That there shall be deducted from the amount payable to the Architect by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
4. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

The Architect is aware of the ethics responsibilities in Ohio Revised Code Section 3517.13 and is in compliance with this section of the Ohio Revised Code.

The Architect is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, this Agreement is void, and the Architect will immediately repay to the Owner any funds paid under this Agreement.

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation for the Facility Assessment/ Due Diligence Study shall be \$7,500.00.  
Compensation for the Masterplan/ Programming and Concept Design shall be \$48,220.00.  
**Total compensation for all services shall be \$55,720.00**

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, in an amount not to exceed **\$7,500.00**. Reimbursable expenses shall be paid in addition to the Architect's compensation identified above.

Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon receipt of the Architect's monthly invoice.

## ARTICLE 7 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.


§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B105™–2017, Standard Short Form of Agreement Between Owner and Architect, as modified;

.2 Exhibit A – SHP’s proposal for services, dated June 27, 2022, to the extent not inconsistent with the terms of this Agreement.

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)  
JEFFREY FIX, FAIRFIELD  
(Printed name and title) COUNTY COMMISSIONER

  
ARCHITECT (Signature)  
Brandi Ash Bresser, Vice President  
(Printed name, title, and license number, if required)

**Certificate of Funds  
(ORC 5705.41)**

The undersigned, Fiscal Officer of the Fairfield County Workforce Development Center, hereby certifies that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding agreement, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_, Fiscal Officer  
(Print name)

(Paragraphs deleted)  
(Table deleted)

# AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

## PARTIES TO AGREEMENT

Client

**Fairfield County Workforce Development Center**  
Mr. Richard Szabrak  
Economic and Workforce Development Director  
4465 Coonpath Rd NW  
Carroll, OH 43112

Consultant

SHP  
312 Plum Street  
Suite 700  
Cincinnati, OH 45202

## PROJECT INFORMATION

Project Name

**Fairfield County Workforce Development Center** - Facility Assessment, Due Diligence, Programming and Conceptual Design

## SCOPE OF SERVICES

### **BASIC SERVICES**

#### **1. Facility Assessment – Due Diligence Study**

- Conduct onsite visits to review the existing conditions of the building.
- Provide a facility assessment of the existing building with an overview of the current building and system conditions including mechanical, electrical and plumbing systems.
- Explore the feasibility of incorporating the building into the master plan options including code analysis.
- Provide code analysis of the building based on the proposed conceptual design.

#### **2. Masterplan – Programming and Concept Design**

- Engage the Workforce Center stakeholders and partners to identify facility needs.
- Meet with the Workforce Center stakeholders and partners to prioritize all identified facility needs and develop a program of requirements based on current and future plans for the Workforce Center. Define building spaces and targeted SF requirements to develop a Program of Requirements.

(1) meeting with each of the following groups to determine special and programmatic needs:

HVAC  
Carpentry  
Electric  
Wastewater  
Engineering Technology  
Healthcare  
Welding  
Overall Facility (County Staff)

And (2) Off Site Meetings:

OUL Engineering Technology Lab  
Delaware Area Career Center Building Tour



- Develop Master Facility Plan options/Concept Testing based on the final program of requirements.
  - (2) meetings to present and refine design concept options to create a final conceptual floor plan.
- Review concepts with all stakeholders and prepare a final Conceptual Design Plan for presentation.
  - (1) Final Presentation Meeting to all stakeholders
- Preparation of Conceptual Construction Budget based on Conceptual Design and Facility Assessment.

**REQUESTED BY**

Mr. Richard Szabrak

**SCHEDULE**

We are prepared to begin immediately upon receipt of written authorization to proceed. Anticipate completion of all Basic Services October 31, 2022.

**FEE & BILLING INFORMATION**

Billing Format

Lump Sum                       Hourly, Estimated                       Retainer

**BASIC SERVICES - Facility Assessment/ Due Diligence Study = \$7,500.00**

Lump Sum                       Hourly, Estimated                       Retainer

**BASIC SERVICES - Masterplan – Programming and Concept Design = \$48,220.00**

**ADDITIONAL SERVICES**

Additional Services can be provided upon request from the Consultant or Client for work outside the scope of this Agreement. Additional Services may include, but may not be limited to: site survey, complete technical plans and specifications, MEP/T, structural, civil engineering consultants, significant planning alternatives and modifications, material assessment, consultants not identified in this proposal, etc. Additional Services shall only be undertaken upon written approval of the Client. Additionally, the compensation for Additional Services shall be negotiated and approved by the Client prior to beginning of said services.

**AUTHORIZATION**

Limited professional services will be performed in accordance with the attached Terms and Conditions. Authorization by the Client to proceed, whether oral, written or via purchase order or payment constitutes acceptance of the Terms and Conditions of this Proposal, without modification, addition or deletion. No waiver or modification of the Terms and Conditions set forth herein shall be binding upon Architect unless made in writing and signed by Architect’s authorized representative.

**Submitted By:**

Signature:



Name:

Brandi Ash Bresser

Title:

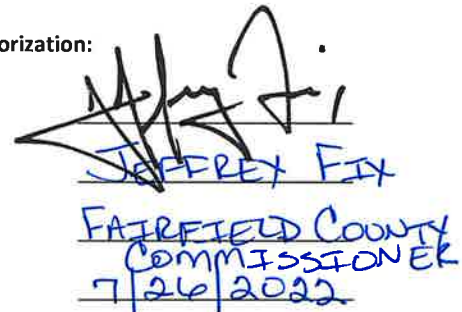
Vice President

Date

6/27/22

**Client Authorization:**

Signature:



Name:

JEFFREY FIX

Title:

FAIRFIELD COUNTY COMMISSIONER

Date:

7/26/2022



## **AGREEMENT FOR LIMITED PROFESSIONAL SERVICES TERMS AND CONDITIONS**

### **FEES**

The fee is Lump Sum for completion of Basic Consulting Services.

### **BILLINGS/PAYMENTS**

No professional services will commence until this agreement has been signed by the Client. Invoices for services and reimbursable expenses shall be submitted, at the Consultant's option, either upon completion of the services or on a monthly basis. Reimbursable expenses, including but not limited to, reasonable travel, lodging, meals and such other expenses shall not exceed \$7500.00.

### **STANDARD OF CARE**

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Consultant's part of the Project. Regardless of any other term or condition of this Agreement, the Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed. Furthermore, the Client shall promptly report in writing to the Consultant any alleged breach in the Standard of Care including, but not limited to, any conflict in the Contract Documents. The Client also agrees to impose the same written notification requirement on all of Client's contractors and subcontractors who work on the Project. Failure by the Client (or its contractors and subcontractors) to provide prompt written notification of any alleged breach in the Standard of Care shall relieve the Consultant of any potential liability.

### **COOPERATION**

The Client and the Consultant agree at all times to cooperate fully, and to proceed on the basis of trust and good faith. The Client shall perform its responsibilities, obligations and services in a manner to facilitate the Consultant's timely and efficient performance, and in order to ensure the Consultant's knowledge and understanding in all material respects so as to not delay, interfere with or affect the Consultant's delivery, standard of care or performance of the Consulting Services.

### **CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Consultant shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this Agreement.

### **EXISTING CONDITIONS**

Where consulting services involve an existing facility or site, a condition is hidden if concealed by existing finishes or is not readily obvious by visual observation. The client agrees that the Consultant shall not be responsible for the existence or the impact of hidden or concealed existing conditions or any resulting damages or losses resulting therefrom.

### **HAZARDOUS MATERIAL/MOLD**

The Client Agrees the Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold.

### **RISK ALLOCATION**

Each party to this Agreement shall be responsible for any negligent acts or negligent omissions committed by itself, its agents, or its employees. Each party shall be responsible to defend itself, its agents, or its employees and shall pay any judgements and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other.

### **TERMINATION OF SERVICES**

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses.

SHP

AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

Page 3 of 4



#### **OWNERSHIP OF DOCUMENTS**

All documents produced by the Consultant under this Agreement, including electronic files, shall remain the property of the Consultant until all invoices for services have been paid in full. Any use or reuse of any document prepared by the Consultant for future work without the Consultant's participation shall be at the sole risk of Client. Electronic files cannot be relied upon because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to the Consultant and its consultants.

#### **DISPUTE RESOLUTION**

This Agreement is to be governed by and construed in accordance with the laws of the address of the client, without regard to its conflict of law principles. Any action brought under this Agreement shall be brought only in a court of competent jurisdiction that presides where the client is located. The parties consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and hereby waive and any jurisdictional or venue defenses otherwise available to them.

#### **RELATIONSHIP OF THE PARTIES**

All services provided by Consultant are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

#### **COMPLIANCE WITH LAWS**

The Consultant represents that it is in compliance with all applicable equal employment opportunity requirements under law as required by applicable state or federal laws. The Consultant represents that it is familiar with applicable ethics law requirements, and is in compliance with such regulations.

#### **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

# 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

**\* 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.\***

**Facilities Operations Department**

Dennis R. Keller  
*Facilities Manager*



**Board of County Commissioners**

Steven A. Davis  
*Commissioner*

Jeff Fix  
*Commissioner*

David L. Levacy  
*Commissioner*

**(Advertisement)**

**REQUEST FOR QUALIFICATIONS (RFQ)  
TO PROVIDE  
ARCHITECTURAL/ENGINEERING/PLANNING SERVICES  
For  
FAIRFIELD COUNTY**

The Fairfield County Facilities Manager is requesting Statements of Qualifications from interested architectural/engineering/planning (A/E) firms to provide professional design services as a consultant to the Owner. Qualified planning/design firms shall have until 4:00 PM, on March 4, 2022 to submit their Statement of Qualifications to the County Commissioners, Attn: Dennis Keller, Facilities Manager, 210 East Main Street, Room 300, Lancaster, Ohio 43130. Submittal of statements received after this deadline will not be considered.

Submittals shall comply with the standards set forth in the Request for Qualifications for Design/Planning Services (RFQ), available for download from the Fairfield County website at <https://www.co.fairfield.oh.us/>. The professional design/planning services required are to assist the Owner with the master planning, budgeting, design and construction administration for the renovation of an existing County owned facility known as the Workforce Center located in the Carroll, Ohio area. The proposed renovated building is to provide a collaborative workforce training center shared by Hocking College and Ohio University-Lancaster staff for teaching various skilled trade and technology courses, and associated parking areas. The existing building size is 72,000 SF and currently includes administrative areas, classrooms, student lounge, meeting spaces, and a large technology laboratory teaching space.

A selection committee made up of County Officials will consider all submitted Statements of Qualifications to determine the most qualified firm to suit the needs of Fairfield County on this project. The determination of the selection committee shall be final and not subject to appeal. The committee will negotiate an agreement with the firm determined to be most qualified. If an agreement cannot be reached, the committee will negotiate with the next most qualified firm.

Should there be any questions please contact Dennis Keller, Facilities Manager, at (740) 652 - 7097.

Publication Date: February 10, 2022

*Fairfield County Facilities Operations Department • 210 East Main Street • Lancaster, Ohio 43130*

*740.652.7090 • Fax 740.687.6048 • [dennis.keller@fairfieldcountyohio.gov](mailto:dennis.keller@fairfieldcountyohio.gov)*

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2022

Page: 1 of 1

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

Purchase Order # 22005756 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2023

BILL TO

COUNTY COMMISSIONERS
210 E MAIN STREET
LANCASTER, OH 43130

VENDOR

STEED HAMMOND PAUL, INC.
SHP
312 PLUM STREET
CINCINNATI, OH 45202

SHIP TO

MAINTENANCE DEPARTMENT
240 BALDWIN DRIVE
LANCASTER, OH 43130

Table with columns: VENDOR PHONE NUMBER, VENDOR FAX NUMBER, REQUISITION NUMBER, DELIVERY REFERENCE, DATE ORDERED, VENDOR NUMBER, DATE REQUIRED, FREIGHT METHOD/TERMS, DEPARTMENT/LOCATION, NOTES

PO Requisitioner Name : Staci Knisley
E mail Address : sknisley@co.fairfield.oh.us

Table with columns: ITEM #, DESCRIPTION / PART #, QTY, UOM, UNIT PRICE, EXTENDED PRICE. Includes GL SUMMARY row.

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$63,220.00 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: 07/15/2022

Carri L. Brown
Auditor Fairfield County, OH

Purchase Order Total \$63,220.00

3/5/24

For Department Use ONLY



Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Facilities)

Approved as to form on 7/21/2022 11:43:10 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2022-07.26.p

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

(Fairfield County Facilities)

Upon the motion of Commissioner Steven A. Davis, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio



**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: **Steed Hammond Paul**  
Date: **2/26/2024 9:15:35 AM**

This search produced the following list of **12** possible matches:

Name/Organization	Address
Armbruster , Mildred	179 Church St.
Dearwester, Jennifer	55 Newell Street
Detroit Tarpaulin, Ms. Diane Stevenson	15500 Oakwood Dr.
Ministerial Day Care Association	
Ministerial Day Care Association	11955 Shaker Blvd.
Steigerwald, Robert	4248 Loubell Lane
Stevenson, Sandra	1201 Steffens Ave.
Stewart, Phillip	1350 Brookview Drive, Apt. 88
Stewart, Annette	505 Pine Valley Drive Apartment G39
Stewart, Denessa	39595 Bradbury Road
Stewart, Dennis	159 Bellaire Avenue
Western Surety Company	CAN Surety, Surety Claims

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

# ROUTING FORM FOR CONTRACTS

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Choland*

Budget Officer

Name and Title

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

Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Emergency Management Agency)

Approved as to form on 2/26/2024 10:22:56 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-03.05.I

A Resolution to Approve a Contract Amendment between Steed Hammond Paul, Inc., d/b/a SHP Architects, Inc., and the Fairfield County Commissioners

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services**

**WHEREAS**, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

---

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

---

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

71700300- 434410 Reimbursement - \$160.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$160.00

Prepared by: Jenny Lewis, Eligibility Referral Specialist  
cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2024-03.05.m

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Carealot Transport**

**WHEREAS**, Fairfield County Job & Family Services, Community Services is requesting the Board of Commissioners approval of a purchase of service contract with Carealot Transport, 303 Pearl Street, McArthur, Ohio 45651; and

**WHEREAS**, the purpose of the purchase of service contract is to provide demand responsive transportation services; and

**WHEREAS**, this agreement shall be effective January 1, 2024 through June 30, 2024; and

**WHEREAS**, a purchase order encumbering the funds for the services was acquired; and

**WHEREAS**, the Prosecuting Attorney has approved the agreement as to form.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached purchase of service contract with Carealot Transport and Fairfield County Job & Family Services, Community Services.

Prepared by: B randi Downhour  
cc: JFS / Budget Manager

**Purchase of Service Contract  
Fairfield County Job & Family Services  
and  
Carealot Transport**

This contract is made and entered into this 1st day of January 2024, by and between Fairfield County Job and Family Services (FCJFS) and Carealot Transport, 303 Pearl Street, McArthur, Ohio 45651 (“contractor”).

- 1) Purchase of Service(s):** Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and vendor agrees to furnish to FCJFS those specific services detailed in this contract with Carealot Transport.
- 2) Purpose of Contract:** The purpose of this contract is to provide demand responsive transportation services to customers of Fairfield County Job and Family Services. Carealot Transport will supply transportation services to FCJFS as specified within this purchase of service contract.
- 3) Contract Period:** This contract shall be effective from January 01, 2024 through June 30, 2024. The contract services shall not exceed \$440,000.00.
- 4) Cost of Services to be Provided:**

**Fee Structure:**

- Fee per rider, within Lancaster City limits: \$25.00 per rider
- Base rate fee for riders being picked up in Fairfield County, outside of Lancaster City limits: \$25.00
- Base rate for riders being picked up outside of Fairfield County: \$25.00
- Fee per loaded rate, per mile once outside Lancaster City limits: \$4.83 per mile
- Fee for wait time: \$25.00 per hour
- There will be no additional charge/fee
  - For Transportation services on night, weekends or holidays
  - Cancellations or No-Shows
  - For non-eligible personal required to accompany and/or escort the eligible customer to/from the approved destination. This shall include parent, legal guardian, caregiver, minor children of eligible person or minor siblings of eligible person.
- Carealot Transport does not intend to subcontractor for any part of the company’s services.

**Definitions:**

- Loaded Mile – Mileage that accrues while a client is on board of the vehicle.
- Wait Time Fee – From first appointment time until client gets into vehicle after the last appointment.

**5) Roles and Responsibilities:**

Fairfield County Job and Family Services will assist the transportation vendor in the following manner:

- a) FCJFS will provide a list of personnel who are approved to authorize customer rides.
- b) FCJFS will schedule rides by 12:00 p.m. on the day before the ride is needed. FCJFS staff will provide the following information: date of ride, time of customer's scheduled appointment, approximate time of return trip, customer name, exact location of pick-up and destination, if a wheelchair accessible vehicle is required, if door-to-door service is required, if a child safety seat is required, if a personal care attendant will accompany the customer, and number of riders.
- c) FCJFS will contact Carealot Transport, as soon as possible, when a customer notifies FCJFS to cancel their ride.
- d) FCJFS will not reimburse Carealot Transport for those situations in which a customer is not actually transported, even if the customer is a no-show, cancels late, or cancels at the point of pick-up.
- e) FCJFS will encourage customers to cancel in advance.
- f) Any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. Carealot Transport will note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.
- g) FCJFS realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report Carealot Transport sends.

Carealot Transport will provide the following:

- a) Carealot Transport will provide an e-mail to FCJFS within 2 hours of receiving the request to either confirm or deny the requested trip.
- b) If a request is denied, a valid reason must be stated in the e-mail. Low mileage or non-economical trips do not constitute a valid reason for denial. Denial of trips because of low reimbursement will be a violation of the contract.

- c) Carealot Transport will contact the customer prior to the scheduled appointment to confirm the trip and pick-up time. The contractor will allow 10 minutes for the customer to enter the vehicle.
  - d) Carealot Transport will notify FCJFS of a customer's no show or cancellation within 24 hours of the occurrence.
  - e) Carealot Transport will notify FCJFS within 1 business day if the customer was a "no show" or cancelled any portion of the trip.
  - f) Carealot Transport guarantees to transport customers to appointments by the medical provider time. If the customer arrives late to an appointment and cannot be seen, FCJFS will not be billed for the trip.
  - g) Carealot Transport agrees any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. Creative Coach Company will note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.
  - h) Carealot Transport realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report Carealot Transport sends.
  - i) Carealot Transport will provide **a written copy** of their Customer Service grievance policy/procedure.
  - j) The following behaviors will not be permitted by drivers or passengers while on board any vehicle:
    - Smoking
    - Eating or drinking
    - Consumption of alcoholic beverages
    - Rude, offensive, abusive language or behavior
    - Sexual harassment
    - Carrying concealed weapon
- 6) Hours of Operation:** Carealot Transport services are provided 24 hours a day/7 days a week. Carealot Transport provides services on most holidays, except for: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Regular business office hours are between 9:00 AM and 3:30 PM, Monday thru Friday, except for the listed holidays.
- 7) Range of Service:** Carealot Transport will provide transportation services within a 200 mile radius of Lancaster, Ohio.
- 8) Personal Care Attendants:** If a customer requires a personal care attendant to accompany the individual to the appointment, FCJFS will not be charged additional charges. Carealot Transport will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger.



- 9) **Sub-Contractors:** Carealot Transport reserves the right to utilize subcontractors when necessary to fulfill our contract obligation. Usage of a 3<sup>rd</sup> party is not anticipated at this time and will not be initiated without prior notification to FCJFS.
- 10) **State and FBI Criminal Background Check:** Carealot Transport will be responsible for completing State and FBI criminal background check, including sex offender registries for any employee who provides direct services to Medicaid recipients and other individuals who may have contact with FCJFS clients. Carealot Transport will obtain the background checks at their cost, if FCJFS requires background checks. FCJFS will be provided a copy of the results, **prior** to employee providing services, for each employee assigned to this contract. Background checks will be valid for twelve (12) months prior to the effective date of this contract.
- 11) **Transportation of Minors:** It is the policy of Carealot Transport that all minors, under the age of eighteen, be accompanied by an adult. However, exceptions may be made on a case by case basis based upon age/maturity of minor and circumstances of the transportation.
- 12) **Service Limitations:** In an effort to increase efficiency and maximize the number of clients served, clients may be inconvenienced up to one (1) hour. Correspondingly, Carealot Transport will make every effort to provide return transportation at the requested time. Carealot Transport is equipped to transport passengers with mobility devices, however prior notice of this special need is required.
- 13) **Confidentiality:** Health Insurance Portability & Accessibility Act (HIPAA) Carealot Transport agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. Vendor agrees that the use or disclosure of information concerning FCJFS customers for any purpose is prohibited.

Carealot Transport and any subcontractor(s) will be required to comply with 42 U.S.C Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by Carealot Transport from or on behalf of FCJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

- 14) **Equal Employment Opportunity:** Carealot Transport shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.

- 15) **Child Support Enforcement:** Carealot Transport agrees to cooperate with the FCJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of Carealot Transport and/or subcontractor(s) met child support obligations established under state law. Further, by executing this contract, vendor certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.
- 16) **Invoicing:** Carealot Transport shall submit monthly an accurate and complete invoice to the FCJFS Transportation Department for services provided during the previous month. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices should be submitted in the format as prescribed by the FCJFS Transportation Department.
- 17) **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS, or Carealot Transport, Carealot Transport, upon thirty (30) days written notice given by either party to the other may terminate this contract.
- 18) **Conflict of Interest:** Carealot Transport agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the governing body of the agency, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee: unless the services or goods involved are provided at a competitive cost and under terms favorable to Carealot Transport. Carealot Transport shall make written disclosure of any and all financial transactions of Carealot Transport in which a member of the board or his/her immediate family is involved. Carealot Transport agrees to the requirements of rule as applicable in the Ohio Administrative Code.
- 19) **Evaluation and Monitoring:** FCJFS, with cooperation of Carealot Transport will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
- 20) **Violation or Breach of Contract Terms:** Carealot Transport shall not be relieved of liability to FCJFS for damages sustained by FCJFS by virtue of any breach of the contract by Carealot Transport. FCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by FCJFS by virtue of any breach of the contract by Carealot Transport. FCJFS may withhold any compensation from Carealot Transport until the amount of damages due from Carealot Transport is agreed upon or otherwise terminated.
- 21) **Civil Rights:** Carealot Transport agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act

of 1973 and subsequent amendments. It is further agreed that Carealot Transport will comply with all appropriate federal and state laws regarding such discrimination.

**22) Compliance Requirements:** Carealot Transport shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. The requirements include but are not limited to the following, when applicable:

- a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40CFR Part 15.
- b) Debarment and Suspension: Requiring compliance with Executive Orders 12549 and 12689.
- c) Lobbying: requiring compliance for Byrd Anti-Lobbying provisions of 31 USC 1352.
- d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
- e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR part 5.
- f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

**23) Indemnity:** Carealot Transport will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract.

**24) Insurance:** Carealot Transport shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to FCJFS prior to commencement of services provided by Carealot Transport.

Carealot Transport agrees to obtain and maintain at their expense, at all times throughout the term of this contract liability insurance with an insurance company licensed in the State of Ohio. Carealot Transport shall furnish to FCJFS upon execution of this contract, a Certificate of Insurance. Carealot Transport shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the amount of \$1,000,000.00. Cancellation of insurance will constitute a default and shall cause immediate termination of the contract by FCJFS.

**25) Retention of Records:** Carealot Transport shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services , the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by Carealot Transport for so long as any of the above entities have the right to audit the books and records of FCJFS which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, Carealot Transport shall retain such records until the conclusion of the audit and resolution of all related issues.

**26) Contact Information:**

**Scheduling:** *Crystal Ratcliff*  
*Phone Number: 740.577.4467*  
*Fax Number: 740.586.0762*  
*e-mail Address: [Crystal.Ratliff@gmail.com](mailto:Crystal.Ratliff@gmail.com)*

**Billing:** *Crystal Ratliff, President*  
*303 Pearl Street*  
*McArthur, Ohio 45651*

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.

---

Corey B. Clark, - Electronically approved  
FCJFS Director

Date

---

Krista Humphries – Electronically approved  
Deputy Director of Community Services

Date

---

*Crystal Ratliff*  
Crystal Ratliff, CEO  
Carealot Transport

01/01/2024

Date

---

Assistant Prosecuting Attorney  
Fairfield County – Electronically approved as to form

Date

---

**Approved by Resolution of the Fairfield County Board of Commissioners**

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JFS Mission Statement- *To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.*



**A Contract regarding Carealot between Job and Family Services and**

Approved on 1/26/2024 3:21:07 PM by Krista Humphries, Community Services  
Deputy Director

Krista Humphries  
Community Services Deputy Director

---

Approved on 1/30/2024 8:55:47 AM by Corey Clark, Director of Fairfield County  
Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services





**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: **Carealot**  
Date: **1/26/2024 12:19:59 PM**

This search produced the following list of **23** possible matches:

Name/Organization	Address
Carey, Charles	P.O. Box 257
Carnahan, Dean	54 W. Elm St.
Carothers, Joe	32 CR 8
Carpenter, Berry	PO Box 69, 1580 State Route 56
Carpenter, Wanda	2008 Twp. Rd. 223
Carr, James	9 Schubert Drive
Carr, Kelly	1031 Richmond Ave
Carroll, Matt	3045 Keswick Road
Carter, Phillip	2711 Bridgewater Lane
Carter, Dale	351 Kenyon Avenue
Carter, Garcia	9763 Mangham Drive
Carter, Franklin	169 Brook Valley Dr.
Carter, Franklin	7601 Harrison Avenue
Carter, Franklin	61 Ternes Ave
Carter (All About Learning), Franklin	561 Termes Avenue
Carter (All About Learning, Inc.), Franklin	600 Delaware Avenue
Cartwright, Harry	11615 Tritts Street
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road
Ministerial Day Care Association	
Ministerial Day Care Association	11955 Shaker Blvd.
Scholarts Preparatory and Career Center for Children	PO Box 360895
Vintage Coins and Cards AKA Vintage Coins and Collectibles	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

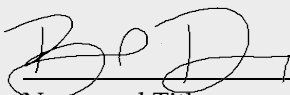
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

# ROUTING FORM FOR CONTRACTS

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Brandi Downhour, Budget 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.\***

**COST ANALYSIS:**

The contract for transportation services is necessary as the demand for these services exceed the capability of agency staff and agency vehicle fleet in current contract was obtained via a Request for Proposal allowing the agency the ability to make a decision based on current market cost and trends. Historically, the annual cost for this service, approximately \$1,000,000, is less than \$1,000,000.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24001297 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 000

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CAREALOT INC  
303 N. PEARL STREET  
MCARTHUR, OH 45651

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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	
740-577-4464		1320		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2024	11040	01/01/2024		JOB & FAMILY SERVICES
NOTES				

2024-2025 TRANSPORTATION

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	2024-2025 TRANSPORTATION	1.0	EACH	\$110,000.00	\$110,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$110,000.00 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: 01/01/2024

*Carri L. Brown*

Auditor Fairfield County, OH

3/5/24

Vendor Copy

Total Ext. Price	\$110,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$110,000.00**

234



**Cease Using the Entity Management API for Reps and Certs Information**  
[Show Details](#)  
Dec 13, 2023



[See All Alerts](#)

**Entity Validation Processing** [Show Details](#)  
Jan 16, 2024



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All Words e.g. 1606N020Q02

Select Domain  
**All Domains**



Filter By






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For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

- Any Words 
- All Words 
- Exact Phrase 

e.g. 1606N020Q02

carealot 

**Federal Organizations**

Enter Code or Name 





Status



Active

Inactive

Reset



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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Carealot Transport

(Fairfield County Job and Family Services)

Approved as to form on 2/14/2024 4:29:04 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-03.05.n

A Resolution Authorizing the Approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Carealot Transport

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Probate Court; 20231600, Computer Fund**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 20231600, Probate Computer Fund; and

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

---

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

---

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

\$98,419.08; 20231600, Capital Outlay

Prepared by: Pam Barkley  
cc: Probate Court

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

\$98,419.08

20231600 -574000 Equipment Software & Fixtures



Signature Page

Resolution No. 2024-03.05.o

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Probate Court; 20231600, Computer Fund

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

## **A Resolution to Approve the Fairfield County Flood Damage Prevention Regulations**

**WHEREAS**, The Fairfield County Regional Planning Commission (RPC) has been working with the Ohio Department of Natural Resources (ODNR) to draft updated Special Purpose Flood Damage Prevention Regulations for 2024; and

**WHEREAS**, these updates were done to stay compliant with the Federal Emergency Management Agency (FEMA) regulations, so that the County can continue to participate in the National Flood Insurance Program (NFIP); and

**WHEREAS**, the Regional Planning Commission participated in a workshop hosted by ODNR which involved several meetings to revise the Regulations to meet federal criteria; and

**WHEREAS**, several changes were made to bring the county's regulations in-line with the most current model code provided by ODNR

**WHEREAS**, a revision was made to appoint the Subdivision Regulations Committee of the Fairfield County Regional Planning Commission to serve as the Appeals Board for these regulations; and

**WHEREAS**, a revision was made to the Regulations to increase penalties for non-compliance to a fourth degree misdemeanor; and

**WHEREAS**, public hearings of the Regulations were held on Tuesday, February 13th and Tuesday, February 27th, at 9:30 AM during the Fairfield County Commissioners meetings.

---

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

---

**Section 1.** That the Board of Commissioners resolve to approve the Fairfield County Flood Damage Prevention Regulations as shown in Exhibit A.

Prepared by: Joshua Hillberry

**EXHIBIT A**  
**SPECIAL PURPOSE**  
**FLOOD DAMAGE REDUCTION**  
**REGULATIONS**  
**FAIRFIELD COUNTY, OHIO**

**SECTION 1.0: GENERAL PROVISIONS**

**1.1 Statutory Authorization**

ARTICLE XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens. Therefore, the County Board of Commissioners of Fairfield County, State of Ohio, does ordain as follows:

**1.2 Findings of Fact**

The Fairfield County has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

**1.3 Statement of Purpose**

It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and minimize future flood blight areas;
- G. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;
- H. Minimize the impact of development on adjacent properties within and near flood prone areas;
- I. Ensure that the flood storage and conveyance functions of the floodplain are maintained;
- J. Minimize the impact of development on the natural, beneficial values of the floodplain;
- K. Prevent floodplain uses that are either hazardous or environmentally incompatible; and

L. Meet community participation requirements of the National Flood Insurance Program.

#### **1.4 Methods of Reducing Flood Loss**

In order to accomplish its purposes, these regulations include methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and,
- E. Preventing or regulating the construction of flood barriers, which will unnaturally divert flood, waters or which may increase flood hazards in other areas.

#### **1.5 Lands to Which These Regulations Apply**

These regulations shall apply to all areas of special flood hazard within the jurisdiction of Fairfield County as identified in Section 1.6, including any additional areas of special flood hazard annexed by Fairfield County.

#### **1.6 Basis for Establishing the Areas of Special Flood Hazard**

For the purposes of these regulations, the following studies and/or maps are adopted:

- A. Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for Fairfield County, Ohio and Incorporated Areas, both effective April 25, 2024.
- B. Other studies and/or maps, which may be relied upon for establishment of the flood protection elevation, delineation of the 100-year floodplain, floodways or delineation of other areas of special flood hazard.
- C. Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio which has been approved by Fairfield County as required by Section 4.3 Subdivisions and Other New Developments.

Any revisions to the aforementioned maps and/or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the Fairfield County Records Center located at 138 West Chestnut Street, Lancaster, Ohio 43130.

#### **1.7 Abrogation and Greater Restrictions**

These regulations are not intended to repeal any existing resolutions including subdivision regulations, zoning or building codes. In the event of a conflict between these regulations and any other regulations, the more restrictive shall be followed. These

regulations are not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where these regulations and another regulation, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

### **1.8 Interpretation**

In the interpretation and application of these regulations, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and,
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence over these regulations.

### **1.9 Warning and Disclaimer of Liability**

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of Fairfield County, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

### **1.10 Severability**

Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

## **SECTION 2.0: DEFINITIONS**

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations the most reasonable application.

### **Accessory Structure**

A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.

### **Appeal**

A request for review of the floodplain administrator's interpretation of any provision of these regulations or a request for a variance.

### **Base Flood**

The flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% chance annual flood or one-hundred (100) year flood.

### **Base (100-Year) Flood Elevation (BFE)**

The water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the lowest adjacent natural grade elevation plus the depth number (from 1 to 3 feet).

### **Basement**

Any area of the building having its floor subgrade (below ground level) on all sides.

### **Development**

Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

### **Enclosure Below the Lowest Floor**

See "Lowest Floor."

### **Executive Order 11988 (Floodplain Management)**

Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

### **Federal Emergency Management Agency (FEMA)**

The agency with the overall responsibility for administering the National Flood Insurance Program.

### **Fill**

A deposit of earth material placed by artificial means.



### **Flood or Flooding**

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters, and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

### **Flood Hazard Boundary Map (FHBM)**

Usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.

### **Flood Insurance Rate Map (FIRM)**

An official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard.

### **Flood Insurance Risk Zones**

Zone designations on FHBMs and FIRMs that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:

#### Zone A:

Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are not determined.

#### Zones A1-30 and Zone AE:

Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are determined.

#### Zone AO:

Special flood hazard areas inundated by the 100-year flood in any given year; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths are determined.

#### Zone AH:

Special flood hazard areas inundated by the 100-year flood in any given year; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.

#### Zone A99:

Special flood hazard areas inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined.

#### Zone B and Zone X (shaded):

Areas of 500-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.

#### Zone C and Zone X (unshaded):

Areas determined to be outside the 500-year floodplain.

### **Flood Insurance Study (FIS)**

The official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on Flood Boundary and Floodway Maps), and the water surface elevations of the base flood.

### **Floodproofing**

Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

### **Flood Protection Elevation**

The Flood Protection Elevation, or FPE, is the base flood elevation plus one (1) foot of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator.

### **Floodway**

A floodway is the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. In no case shall the designated height be more than one foot at any point within the community.

The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.

### **Freeboard**

A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.

### **Historic structure**

Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or
3. Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office.
4. Individually listed on the inventory of historic places maintained by Fairfield County's historic preservation program, which program is certified by the Ohio Historic Preservation Office.

### **Hydrologic and hydraulic engineering analysis**

An analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

### **Letter of Map Change (LOMC)**

A Letter of Map Change is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:

#### **Letter of Map Amendment (LOMA)**

A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.

#### **Letter of Map Revision (LOMR)**

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the base flood elevation and is, therefore, excluded from the special flood hazard area.

#### **Conditional Letter of Map Revision (CLOMR)**

A comment by FEMA regarding a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

### **Lowest floor**

The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.

### **Manufactured home**

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in Chapter 4781 of the Ohio Revised Code.

### **Manufactured home park**

As specified in the Ohio Adm. Code 4781-12-01(K), a manufactured home park means any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is

subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority. Manufactured home park does not include any tract of land used solely for the storage or display for sale of manufactured homes.

### **Mean sea level**

For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

### **National Flood Insurance Program (NFIP)**

The NFIP is a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.

### **New construction**

Structures for which the "start of construction" commenced on or after the effective date of a floodplain regulation adopted by Fairfield County and includes any subsequent improvements to such structures.

For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM date of April 17<sup>th</sup>, 1989, and includes any subsequent improvements to such structures.

### **Person**

Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Rev. Code §111.15(A)(2) as any governmental entity of the state and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district, or state community college. "Agency" does not include the general assembly, the controlling board, the adjutant general's department, or any court.

### **Recreational vehicle**

A vehicle which is (1) built on a single chassis, (2) 400 square feet or less when measured at the largest horizontal projection, (3) designed to be self-propelled or permanently towable by a light duty truck, and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

### **Registered Professional Architect**

A person registered to engage in the practice of architecture pursuant to Ohio Rev. Code §4703.01 and 4703.19.

### **Registered Professional Engineer**

A person registered as a professional engineer pursuant to Ohio Rev. Code Chapter 4733.

### **Registered Professional Surveyor**

A person registered as a professional surveyor pursuant to Ohio Rev. Code Chapter 4733.

### **Special Flood Hazard Area**

Also known as “Areas of Special Flood Hazard”, it is the land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, A1-30, or A99. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

### **Start of construction**

The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.

### **Structure**

A walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.

### **Substantial Damage**

Damage of any origin sustained by a structure whereby the cost of restoring the structure to the ‘before damaged’ condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

### **Substantial Improvement**

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction"

of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration would not preclude the structure's continued designation as a "historic structure".

**Variance**

A grant of relief from the standards of these regulations.

**Violation**

The failure of a structure or other development to be fully compliant with these regulations.



## **SECTION 3.0: ADMINISTRATION**

### **3.1 Designation of the Floodplain Administrator**

The Executive Director of the Fairfield County Regional Planning Commission and/or their designee is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator.

### **3.2 Duties and Responsibilities of the Floodplain Administrator**

The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- A. Evaluate applications for permits to develop in special flood hazard areas.
- B. Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.
- C. Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance.
- D. Inspect buildings and lands to determine whether any violations of these regulations have been committed.
- E. Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing floodplain development permits, elevation certificates, floodproofing certificates, variances, and records of enforcement actions taken for violations of these regulations.
- F. Enforce the provisions of these regulations.
- G. Provide information, testimony, or other evidence as needed during variance hearings.
- H. Coordinate map maintenance activities and FEMA follow-up.
- I. Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

### **3.3 Floodplain Development Permits**

It shall be unlawful for any person to begin construction or other development activity including but not limited to filling, grading, construction, alteration, remodeling, or expanding any structure; or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in Section 1.6, until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

### **3.4 Application Required**

An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her

authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

- A. Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.
- B. Elevation of the existing, natural ground where structures are proposed.
- C. Elevation of the lowest floor, including basement, of all proposed structures.
- D. Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.
- E. Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:
  - 1. Floodproofing certification for non-residential floodproofed structure as required in Section 4.5.
  - 2. Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of Section 4.4(E) are designed to automatically equalize hydrostatic flood forces.
  - 3. Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in Section 4.9(C).
  - 4. A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by Section 4.9(B).
  - 5. A hydrologic and hydraulic engineering analysis showing impact of any development on flood heights in an identified floodway as required by Section 4.9(A).
  - 6. Generation of base flood elevation(s) for subdivision and other new developments as required by Section 4.3.
- F. A Floodplain Development Permit Application Fee set by the Schedule of Fees adopted by Fairfield County.

### **3.5 Review and Approval of a Floodplain Development Permit Application**

#### **A. Review**

- 1. After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No

floodplain development permit application shall be reviewed until all information required in Section 3.4 has been received by the Floodplain Administrator.

2. The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.

### **B. Approval**

Within thirty (30) days after the receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If the Floodplain Administrator is satisfied that the development proposed in the floodplain development application conforms to the requirements of these regulations, the Floodplain Administrator shall issue the permit. All floodplain development permits shall be conditional upon the commencement of work within 180 days. A floodplain development permit shall expire 180 days after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion.

### **3.6 Inspections**

The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

### **3.7 Post-Construction Certifications Required**

The following as-built certifications are required after a floodplain development permit has been issued:

- A. For new or substantially improved residential structures, or nonresidential structures that have been elevated, the applicant shall have a *Federal Emergency Management Agency Elevation Certificate* completed by a registered professional surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.
- B. For all development activities subject to the standards of Section 3.11(A), a Letter of Map Revision.
- C. For new or substantially improved nonresidential structures that have been floodproofed in lieu of elevation, where allowed, the applicant shall supply a completed *Floodproofing Certificate for Non-Residential Structures* completed by a registered professional engineer or architect together with associated documentation.

### **3.8 Revoking a Floodplain Development Permit**

A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted

thereon. In the event of the revocation of a permit, an appeal may be taken to the Appeals Board in accordance with Section 5 of these regulations.

### **3.9 Exemption from Filing a Development Permit**

An application for a floodplain development permit shall not be required for maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than \$2500.

### **3.10 State and Federal Development**

- A. Development that is funded, financed, undertaken, or preempted by state agencies shall comply with minimum NFIP criteria.
- B. Before awarding funding or financing or granting a license, permit, or other authorization for a development that is or is to be located within a 100-year floodplain, a state agency shall require the applicant to demonstrate to the satisfaction of the agency that the development will comply with minimum NFIP criteria and any applicable local floodplain management resolution as required by Ohio Revised Code Section 1521.13. This includes, but is not limited to:
  - 1. Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Commerce and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 4781-12.
  - 2. Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.
  - 3. Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.
- C. Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 – Floodplain Management.
  - 1. Each federal agency has a responsibility to evaluate the potential effects of any actions it may take in a floodplain; to ensure that its planning programs and budget request reflect consideration of flood hazards and floodplain management; and to prescribe procedures to implement the policies and requirements of EO 11988.

### **3.11 Map Maintenance Activities**

To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that Fairfield County’s flood maps, studies and other data identified in Section 1.6 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

#### **A. Requirement to Submit New Technical Data**

- 1. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:
  - a. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;

- b. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
  - c. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
  - d. Subdivision or other new development proposals requiring the establishment of base flood elevations in accordance with Section 4.3.
2. It is the responsibility of the applicant to have technical data, required in accordance with Section 3.11(A), prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.
  3. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
    - a. Proposed floodway encroachments that increase the base flood elevation; and
    - b. Proposed development which increases the base flood elevation by more than one foot in riverine areas where FEMA has provided base flood elevations but no floodway.
  4. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 3.11(A)(1).

**B. Right to Submit New Technical Data**

The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the President of the Board of County Commissioners of Fairfield County, and may be submitted at any time.

**C. Annexation / Detachment**

Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of Fairfield County have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the Fairfield County Flood Insurance Rate Map accurately represent Fairfield County boundaries, include within such notification a copy of a map of Fairfield County suitable for reproduction, clearly showing the new corporate limits or the new area for which Fairfield County has assumed or relinquished floodplain management regulatory authority.

**3.12 Data Use and Flood Map Interpretation**

The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

- A. In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.
- B. Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.
- C. The Floodplain Administrator shall make interpretations, where needed, as to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 5.0, Appeals and Variances.
- D. Where an existing or proposed structure or other development is affected by multiple flood zones, by multiple base flood elevations, or both, the development activity must comply with the provisions of these regulations applicable to the most restrictive flood zone and the highest base flood elevation affecting any part of the existing or proposed structure; or for other developments, affecting any part of the area of the development.

### **3.13 Use of Preliminary Flood Insurance Rate Map and/or Flood Insurance Study Data**

- A. Zone A:
  - 1. Within Zone A areas designated on an effective FIRM, data from the preliminary FIRM and/or FIS shall be reasonably utilized as best available data.
  - 2. When all appeals have been resolved and a notice of final flood elevation determination has been provided in a Letter of Final Determination (LFD), BFE and floodway data from the preliminary FIRM and/or FIS shall be used for regulating development.
- B. Zones AE, A1-30, AH, and AO:
  - 1. BFE and floodway data from a preliminary FIS or FIRM restudy are not required to be used in lieu of BFE and floodway data contained in an existing effective FIS and FIRM. However,
    - a. Where BFEs increase in a restudied area, communities have the responsibility to ensure that new or substantially improved structures are protected. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data in instances where BFEs increase and floodways are revised to ensure that the health, safety, and property of their citizens are protected.
    - b. Where BFEs decrease, preliminary FIS or FIRM data should not be used to regulate floodplain development until the LFD has been issued or until all appeals have been resolved.
  - 2. If a preliminary FIRM or FIS has designated floodways where none had previously existed, communities should reasonably utilize this data in lieu of applying the

encroachment performance standard of Section 4.9(B) since the data in the draft or preliminary FIS represents the best data available.

C. Zones B, C, and X:

1. Use of BFE and floodway data from a preliminary FIRM or FIS are not required for areas designated as Zone B, C, or X on the effective FIRM which are being revised to Zone AE, A1-30, AH, or AO. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data to ensure that the health, safety, and property of their citizens are protected.

**3.14 Substantial Damage Determinations**

Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, *etc.* After such a damage event, the Floodplain Administrator shall:

- A. Determine whether damaged structures are located in special flood hazard areas;
- B. Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and
- C. Require owners of substantially damaged structures to obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.

Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.



## **SECTION 4.0: USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION**

The following use and development standards apply to development wholly within, partially within, or in contact with any special flood hazard area as established in Section 1.6, 3.12(A), or 3.13:

### **4.1 Use Regulations**

#### **A. Permitted Uses**

All uses not otherwise prohibited in this section or any other applicable land use regulation adopted by Fairfield County are allowed provided they meet the provisions of these regulations.

### **4.2 Water and Wastewater Systems**

The following standards apply to all water supply, sanitary sewerage and waste disposal systems in the absence of any more restrictive standard provided under the Ohio Revised Code or applicable state rules:

- A. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems;
- B. New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
- C. On-site waste disposal systems shall be located to avoid impairment to or contamination from them during flooding.

### **4.3 Subdivisions and Other New Developments**

- A. All subdivision proposals and all other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;
- B. All subdivision proposals and all other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
- C. All subdivision proposals and all other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and
- D. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
- E. The applicant shall meet the requirement to submit technical data to FEMA in Section 3.11(A)(1)(d) when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by Section 4.3(D).

#### 4.4 Residential Structures

The requirements of Section 4.4 apply to new construction of residential structures and to substantial improvements of residential structures in zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 3.13.

- A. New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Where a structure, including its foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring (4.4(A)) and construction materials resistant to flood damage (4.4(B)) are satisfied.
- B. New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.
- C. New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- D. New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. Where flood protection elevation data are not available the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.
- E. New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings to allow the automatic equalization of hydrostatic pressure may have an enclosure below the lowest floor provided the enclosure meets the following standards:
  - 1. Be used only for the parking of vehicles, building access, or storage; and
  - 2. be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or
  - 3. have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- F. Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

- G. Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of Section 4.4.

#### **4.5 Nonresidential Structures**

The requirements of Section 4.5 apply to new construction and to substantial improvements of nonresidential structures in zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 3.13.

- A. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of Section 4.4 (A) – (C) and (E) – (G).
- B. New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to or above the level of the flood protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:
  - 1. Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;
  - 2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,
  - 3. Be certified by a registered professional engineer or architect, through the use of a *Federal Emergency Management Agency Floodproofing Certificate*, that the design and methods of construction are in accordance with Section 4.5(B)(1) and (2).
- C. Where flood protection elevation data are not available the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.

#### **4.6 Accessory Structures**

Structures that are 600 square feet or less which are used for parking and storage only are exempt from elevation or dry floodproofing standards within zones A, A1-30, AE, AO, and AH designated on the community's FIRM. Such structures must meet the following standards:

- A. They shall not be used for human habitation;
- B. They shall be constructed of flood resistant materials;
- C. They shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;
- D. They shall be firmly anchored to prevent flotation;
- E. Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and
- F. They shall meet the opening requirements of Section 4.4(E)(3);

#### **4.7 Recreational Vehicles**

Recreational vehicles on sites within zones A, A1-A30, AE, AO, or AH must meet at least one of the following standards:

- A. They shall not be located on sites in special flood hazard areas for more than 180 days, or
- B. They must be fully licensed and ready for highway use, or
- C. They must be placed on the site pursuant to a floodplain development permit issued under Sections 3.3 and 3.4, and meet all standards of Section 4.4.

#### **4.8 Gas or Liquid Storage Tanks**

A. Within zone A, A1-A30, AE, AO, or AH, new or substantially improved above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.

#### **4.9 Assurance of Flood Carrying Capacity**

Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

##### **A. Development in Floodways**

1. In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or
2. Development in floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:
  - a. Meet the requirements to submit technical data in Section 3.11(A);
  - b. An evaluation of alternatives, which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
  - c. Certification that no structures are located in areas that would be impacted by the increased base flood elevation;
  - d. Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and
  - e. Concurrence of the President of the County Board of Commissioners of Fairfield County and the Chief Executive Officer of any other communities impacted by the proposed actions.

##### **B. Development in Riverine Areas with Base Flood Elevations but No Floodways**

1. In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and

- anticipated development, shall not increase the base flood elevation more than 1.0 (one) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or,
2. Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than one foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:
    - a. An evaluation of alternatives which would result in an increase of one foot or less of the base flood elevation and an explanation why these alternatives are not feasible;
    - b. Section 4.9(A)(2), items (a) and (c)-(e).

### **C. Alterations of a Watercourse**

For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the “bankfull stage.” The field determination of “bankfull stage” shall be based on methods presented in Chapter 7 of the *USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique* or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:

1. The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.
2. Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.
3. The applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with Fairfield County specifying the maintenance responsibilities. If an agreement is required, it shall be made a condition of the floodplain development permit.
4. The applicant shall meet the requirements to submit technical data in Section 3.11(A)(1)(c) when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.

## **SECTION 5.0: APPEALS AND VARIANCES**

### **5.1 Appeals Board Established**

- A. The Subdivision Regulations Committee of the Fairfield County Regional Planning Commission is hereby appointed to serve as the Appeals Board for these regulations as established by Fairfield County Subdivision Regulations.
- B. Records of the Appeals Board shall be kept and filed in Fairfield County Records Center located at 138 West Chestnut Street, Lancaster, Ohio 43130.

### **5.2 Powers and Duties**

- A. The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of these regulations.
- B. Authorize variances in accordance with Section 5.4 of these regulations.

### **5.3 Appeals**

Any person affected by any notice and order, or other official action of the Floodplain Administrator may request and shall be granted a hearing on the matter before the Appeals Board provided that such person shall file, within thirty (30) days of the date of such notice and order, or other official action, a brief statement of the grounds for such hearing or for the mitigation of any item appearing on any order of the Floodplain Administrator's decision. Such appeal shall be in writing, signed by the applicant, and be filed with the Floodplain Administrator. A non-refundable filing fee as determined by the fee schedule shall be paid to the Fairfield County Regional Planning Commission at the time such appeal is filed. Upon receipt of the appeal, the Floodplain Administrator shall transmit said notice and all pertinent information on which the Floodplain Administrator's decision was made to the Appeals Board.

Upon receipt of the notice of appeal, the Appeals Board shall fix a reasonable time for the appeal, give notice in writing to parties in interest, and decide the appeal within a reasonable time after it is submitted.

### **5.4 Variances**

Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

#### **A. Application for a Variance**

- 1. Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the variance shall transmit it to the Appeals Board.
- 2. Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location

of the floodplain; description of the variance sought; and reason for the variance request.

3. All applications for a variance shall be accompanied by a variance application fee set in the schedule of fees adopted by Fairfield County.

#### **B. Notice for Public Hearing**

The Appeals Board shall schedule and hold a public hearing within thirty (30) days after the receipt of an application for a variance from the Floodplain Administrator. Prior to the hearing, a notice of such hearing shall be given in one (1) or more newspapers of general circulation in the community at least ten (10) days before the date of the hearing.

#### **C. Public Hearing**

At such hearing the applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:

1. The danger that materials may be swept onto other lands to the injury of others.
2. The danger to life and property due to flooding or erosion damage.
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
4. The importance of the services provided by the proposed facility to the community.
5. The availability of alternative locations for the proposed use that are not subject to flooding or erosion damage.
6. The necessity to the facility of a waterfront location, where applicable.
7. The compatibility of the proposed use with existing and anticipated development.
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
9. The safety of access to the property in times of flood for ordinary and emergency vehicles.
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

Variances shall only be issued upon:

1. A showing of good and sufficient cause.
2. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
3. A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to



public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.

4. A determination that the structure or other development is protected by methods to minimize flood damages.
5. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variances, as it deems necessary to further the purposes of these regulations.

#### **D. Other Conditions for Variances**

1. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
2. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in Section 5.4(C)(1) to (11) have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
3. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

### **5.5 Procedure at Hearings**

1. All testimony shall be given under oath.
2. A complete record of the proceedings shall be kept, except confidential deliberations of the Board, but including all documents presented and a verbatim record of the testimony of all witnesses.
3. The applicant shall proceed first to present evidence and testimony in support of the appeal or variance.
4. The administrator may present evidence or testimony in opposition to the appeal or variance.
5. All witnesses shall be subject to cross-examination by the adverse party or their counsel.
6. Evidence that is not admitted may be proffered and shall become part of the record for appeal.
7. The Board shall issue subpoenas upon written request for the attendance of witnesses. A reasonable deposit to cover the cost of issuance and service shall be collected in advance.
8. The Board shall prepare conclusions of fact supporting its decision. The decision may be announced at the conclusion of the hearing and thereafter issued in writing or the decision may be issued in writing within a reasonable time after the hearing.

## **5.6 Appeal to the Court**

Those aggrieved by the decision of the Appeals Board may appeal such decision to the Fairfield County's Court of Common Pleas, pursuant to Ohio Rev. Code Chapter 2506.

## **SECTION 6.0: ENFORCEMENT**

### **6.1 Compliance Required**

- A. No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in Section 3.9.
- B. Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Section 6.3.
- C. Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Section 6.3.

### **6.2 Notice of Violation**

Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, they shall give notice of such violation to the person responsible therefore and order compliance with these regulations as hereinafter provided. Such notice and order shall:

- A. Be put in writing on an appropriate form;
- B. Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action, which, if taken, will effect compliance with the provisions of these regulations;
- C. Specify a reasonable time for performance;
- D. Advise the owner, operator, or occupant of the right to appeal;
- E. Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence, or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.

### **6.3 Violations and Penalties**

Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a fourth degree misdemeanor. Any person who violates these regulations or fails to comply with any of its requirements shall upon conviction thereof be fined or imprisoned as provided by the laws of the Fairfield County. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Fairfield County from taking such other lawful action as is necessary to prevent or remedy any violation. The Fairfield

County shall prosecute any violation of these regulations in accordance with the penalties stated herein.

**SECTION 7.0: ADOPTION**

This Resolution shall take effect from and after the earliest period allowed by law and replaces Resolution Number \_\_\_\_\_, which is hereby repealed.

PASSED:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President of Board of Commissioners

\_\_\_\_\_  
Certification

Signature Page

Resolution No. 2024-03.05.p

A Resolution to Approve the Fairfield County Flood Damage Prevention Regulations

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve a contract between the Fairfield County Board of Commissioners and the Village of Thurston for Nonresidential Building Inspection Services**

**WHEREAS**, the Board of Commissioners of Fairfield County, Ohio are empowered pursuant to Ohio Revised Code Section 307.38 to enter into a contract with any municipal corporation under which one entity enforces for the other entity and local building regulations, existing structures code, or if certified pursuant to Section 3781.10 of the Revised Code, the state nonresidential building codes in the other entity’s jurisdiction; and

**WHEREAS**, the Council of the Village of Thurston, pursuant to Ordinance No. 2024-7, has authorized the Village of Thurston Administrator to enter into a contract with the County pursuant to Ohio Revised Code Section 307.38 to permit the Fairfield County Building Department to provide inspection services for the administration and enforcement of the nonresidential building regulations of the Village of Thurston and to pay for such services; and

**WHEREAS**, the Fairfield County Board of Commissioners by this resolution, agree to assist the Village in administration and enforcement of the Village’s nonresidential building regulations, and authorize the entering of a contract with the Village for such services; and

---

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

---

**Section 1.** That the Board of Commissioners authorizes its President to sign the Contract for Nonresidential Building Inspection Services attached as Exhibit A.

Prepared by: Holly Mattei  
cc: Building Department

# RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-8204 FORM NO. 30003

Ordinance No. 2024-05 Passed February 14, 2024

## AN ORDINANCE TO CREATE AND ESTABLISH THE VILLAGE OF THURSTON BUILDING DEPARTMENT AND DECLARING AN EMERGENCY

WHEREAS, Council for the Village of Thurston wants the Village to enforce the Ohio Building Code for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of buildings specified in R.C. 3781.06; and

WHEREAS, the State of Ohio requires the establishment of a building department prior to the exercise of building code enforcement authority.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF THURSTON, OHIO THAT:

SECTION 1: Council for the Village of Thurston hereby creates and establishes the Village of Thurston Building Department.

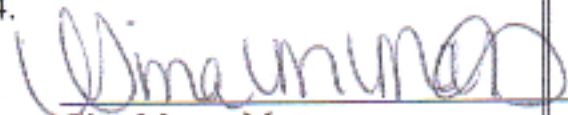
SECTION 2: The Village of Thurston Building Department shall have the authority to enforce all laws, statutes, and regulations as provided and authorized in the Ohio Revised Code and the Ohio Administrative Code, once it has been certified by the Ohio Board of Building Standards in accordance with its rules and procedures.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

SECTION 4: All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereto.

SECTION 5: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and for the further reason that the Village needs to create a building department as soon as possible because these services are needed immediately. Wherefore, provided this Ordinance receives the required affirmative votes of Council and approval by the Mayor, it shall take effect and be in force immediately.

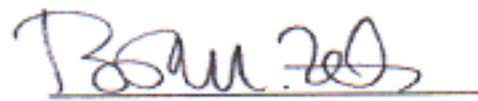
Passed in Council this 14<sup>th</sup> day of February 2024.

  
Gina Matos, Mayor

ATTEST:   
Aaron Reedy, Fiscal Officer

APPROVED:

Approved as to form this 13<sup>th</sup> day of February 2024

  
Brian M. Zets  
Village Solicitor



# APPLICATION

## FOR THE CERTIFICATION OF A BUILDING DEPARTMENT

Pursuant to section 3781.10(A) of the Ohio Revised Code and rules adopted by the Board of Building Standards, application is herewith submitted for certification of a building department to accept construction documents, to exercise enforcement authority in accordance with the Ohio State Building Codes for the groups indicated below.



### Board of Building Standards

6606 Tussing Road, P.O. Box 4009  
 Reynoldsburg, OH 43068-9009  
 (614) 644-2613 Fax (614) 644-3147  
 dic.bbs@com.state.oh.us  
 www.com.ohio.gov/dico/BBS.aspx

#### 1. BUILDING DEPARTMENT:

Dept. Name: Village of Thurston  
 Street: PO Box 188  
 City: Thurston  
 Zip Code: 43157  
 Telephone No: 740-862-6003  
 Fax No: \_\_\_\_\_  
 Date: January 27 Year: 20 24  
 E-mail Address: clerk@thurstonohio.com

#### 2. GROUPS REQUESTED FOR LOCAL ENFORCEMENT (indicate selection in the appropriate box):

A1  A2  A3  A4  A5  B  E  F1  F2  H1  H2  H3  H4  H5  I1  I2  I3  I4  M  R1  R2  R3  R4  S1  S2  U  Plmg  Med. Gas  
A- Assembly, B-Business, E-Educational, F-Factory/Industrial, H-High Hazard, I-Institutional, M-Mercantile, R-Residential, S-Storage, U-Utility and Misc., Plmg-Plumbing (4101:3), Med. Gas - Medical Gas

#### 3. BUILDING DEPARTMENT INFORMATION:

Is this application for certification as a sub-department of another Certified Building Department?  Yes  No If "Yes", give name of enforcing Certified Building Department. Fairfield County

Appropriated Operating Budget: \$ 50,000.00 For Fiscal Year: 1-1-2024 To: 12-31-2024

Jurisdiction Area In Square Miles: .26 Population at Last Census: 555 Application Contact Person's Name: William R Toole

#### 4a. DOCUMENTS TO BE SUBMITTED FOR CERTIFICATION AS A BLDG. DEPARTMENT: (indicate enclosure with an "X" in appropriate box)

- |  |  |
|--|--|
| <input type="checkbox"/> Ordinance/Resolution Creating Building Department | <input type="checkbox"/> Inspection and Plan Examination Procedures  |
| <input type="checkbox"/> Ordinance/Resolution Requesting Certification     | <input type="checkbox"/> List of Primary and Backup Positions Directly Employed as Required for Enforcement Pursuant to 4101:1-1-03 OAC. |
| <input type="checkbox"/> Department Organizational Chart                   | <input type="checkbox"/> Transition Plan (if needed)   |

#### ADDITIONAL DOCUMENTATION FOR CERTIFICATION OF CONTRACT PERSONNEL:

If Not Directly Employed, Contract/Agreement for:  Building Official(s)  Plan Examiner(s)  Building Inspector(s)  
 Plumbing Inspector(s)  Electrical Safety Inspector(s)

#### 4b. DOCUMENTS TO BE SUBMITTED FOR CERTIFICATION AS A SUB-BLDG. DEPARTMENT: (indicate enclosure with an "X" in appropriate box)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ordinance/Resolution Creating Building Department | <input checked="" type="checkbox"/> Ordinance/Resolution Requesting Sub-Department Certification |
| <input checked="" type="checkbox"/> Ordinance/Resolution Authorizing Contract(s)      | <input checked="" type="checkbox"/> Copy of Contract(s)  |
| <input checked="" type="checkbox"/> Transition Plan (if needed)                       |  |

#### 5. SIGNATURES OF APPROPRIATE AUTHORITIES (Municipal Officials, County Commissioners, or Township Trustees):

<u>Caryll W. Sprouse</u>	<u>Village Administrator</u>	<u>2-14-24</u>
Name	Title	Date
<u>Bob Reedy</u>	<u>Fiscal Officer</u>	<u>2-14-24</u>
Name	Title	Date
_____	_____	_____
Name	Title	Date



# RECORD OF ORDINANCES

PEAR GRAPHICS 800-925-9294 FORM NO. 50243

Ordinance No. 2024-06 Passed February 14, 2024

**AN ORDINANCE AUTHORIZING AND DIRECTLY THE VILLAGE ADMINISTRATOR TO COMPLETE AND SUBMIT AN APPLICATION TO THE OHIO BOARD OF BUILDING STANDARDS REQUESTING CERTIFICATION OF THE VILLAGE OF THURSTON BUILDING DEPARTMENT AS A SUB-DEPARTMENT OF THE FAIRFIELD COUNTY BUILDING DEPARTMENT AND DECLARING AN EMERGENCY**

WHEREAS, Council for the Village of Thurston wants the Village to enforce the Ohio Building Code for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of buildings specified in R.C. 3781.06; and

WHEREAS, with legislation adopted contemporaneously with this Ordinance, Council for the Village of Thurston established the Village of Thurston Building Department; and

WHEREAS, Council for the Village of Thurston now needs to obtain the authority for enforcement of the provisions of the Ohio Building Code through certification by the Ohio Board of Building Standards, pursuant to R.C. 3781.10(E), with the condition that the Fairfield County Building Department exercises said enforcement authority, accepts and approves plans and specifications, and makes inspections in accordance with the Ohio Building Code; and

WHEREAS, once the Village of Thurston Building Department is certified, Council for the Village of Thurston intends to authorize an agreement with Fairfield County for the provision of nonresidential building inspection services.

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF THURSTON, OHIO THAT:**

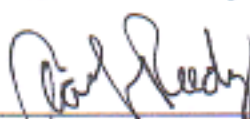
**SECTION 1:** Council for the Village of Thurston hereby authorizes and directs the Village Administrator to complete and submit an application to the Ohio Board of Building Standards for certification of the Village of Thurston Building Department as a sub-department of the Fairfield County Building Department.

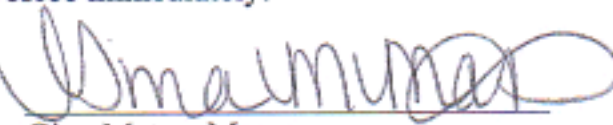
**SECTION 2:** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

**SECTION 3:** All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereto.

**SECTION 4:** Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and for the further reason that the Village needs its building department certified as soon as possible because these services are needed immediately. Wherefore, provided this Ordinance receives the required affirmative votes of Council and approval by the Mayor, it shall take effect and be in force immediately.

Passed in Council this 14<sup>th</sup> day of February 2024.

ATTEST:   
Aaron Reedy, Fiscal Officer

  
Gina Matos, Mayor

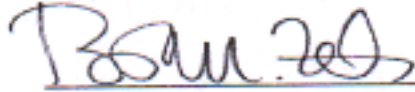
# RECORD OF ORDINANCES

BEAR GRAPHICS 800-326-8094 FORM NO. 30043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

APPROVED:

Approved as to form this 13<sup>th</sup> day of February 2024



Brian M. Zets  
Village Solicitor



# ROUTING FORM FOR CONTRACTS

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

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
- Under \$75,000
  - State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  - ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  - Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  - Emergency (Follow procedure under ORC 307.86(A))
  - Sole Source (attach documentation as to why contract is sole source)
  - Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)

G.  Agreement not subject to Sections A-F (explain): Agreement between County/Munster

H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines

- No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
- No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
- Obtained 3 quotes for purchases under \$75,000 (as applicable)
- Purchase Order is included with Agreement

Signed this 26<sup>th</sup> day of February, 2024.

Holly Matti RPC Interim Director  
Name and Title

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

# RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-0094 FORM NO. 30543

Ordinance No. 2024-07 Passed February 14, 2024

## AN ORDINANCE AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE AN AGREEMENT WITH FAIRFIELD COUNTY FOR NONRESIDENTIAL BUILDING INSPECTION SERVICES AND DECLARING AN EMERGENCY

WHEREAS, Council for the Village of Thurston wants the Village to enforce the Ohio Building Code for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of buildings specified in R.C. 3781.06; and

WHEREAS, Council for the Village of Thurston already created and established the Village of Thurston Building Department; and

WHEREAS, the Village of Thurston already requested authority for enforcement of the provisions of the Ohio Building Code through certification by the Ohio Board of Building Standards, with the condition that the Fairfield County Building Department exercises the enforcement authority, accepts and approves plans and specifications, and makes inspections in accordance with the Ohio Building Code; and

WHEREAS, the Board of Building Standards has certified the Fairfield County Building Department to exercise enforcement authority in accordance with the Ohio Building Code, effective November 1, 2017, as set forth in said Board's certification rule; and

WHEREAS, it is necessary that an agreement be entered into between the Village of Thurston and the Fairfield County Building Department for the enforcement of the Ohio Building Code within the limits of said Village of Thurston.

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF THURSTON, OHIO THAT:**

**SECTION 1:** Council for the Village of Thurston hereby authorizes and directs the Village Administrator to execute an agreement, in substantially the same form and content as the Agreement attached hereto as Exhibit A and incorporated herein by reference, with Fairfield County for the nonresidential enforcement of the Ohio Building Code within the boundaries of the Village.

**SECTION 2:** Fairfield County shall be granted authority to administer and enforce the Ohio Building Code and shall be permitted to retain permit and inspection fees authorized by law for such purposes, as set forth in the Agreement, subject to the certification requirements and applicable procedures of the Ohio Board of Building Standards as provided in the Ohio Revised Code and the Ohio Administrative Code.

**SECTION 3:** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

**SECTION 4:** All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereto.

**SECTION 5:** Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and for the further reason that the need for building code enforcement is time sensitive.



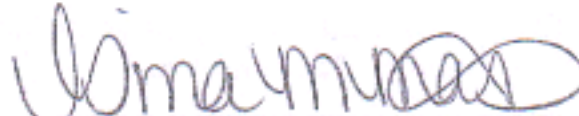
# RECORD OF ORDINANCES

BEAR GRAPHICS 820-325-5094 FORM NO. 30043

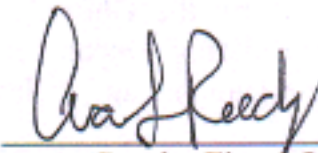
Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

Wherefore, provided this Ordinance receives the required affirmative votes of Council and approval by the Mayor, it shall take effect and be in force immediately.

Passed in Council this 14<sup>th</sup> day of February 2024.

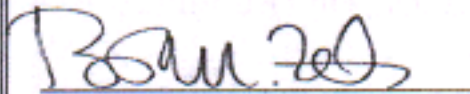


Gina Matos, Mayor

ATTEST:   
Aaron Reedy, Fiscal Officer

APPROVED:

Approved as to form this 13<sup>th</sup> day of February 2024



Brian M. Zets  
Village Solicitor



## CONTRACT FOR NONRESIDENTIAL BUILDING INSPECTION SERVICES

This agreement is made and entered into this date by and between the County of Fairfield, a county and political subdivision duly organized and validly existing under the constitution and the laws of the State of Ohio herein referred as the "County," and the Village of Thurston, a Village and political subdivision of the State of Ohio, hereinafter referred to as the "Village;"

**WHEREAS**, the Board of Commissioners of Fairfield County, Ohio are empowered pursuant to Ohio Revised Code Section 307.38 to enter into a contract with any municipal corporation under which one entity enforces for the other entity and local building regulations, existing structures code, or, if certified pursuant to section 3781.10 of the Revised Code, the state nonresidential building codes in the other entity's jurisdiction; and,

**WHEREAS**, The Council of the Village of Thurston, pursuant to Ordinance No. \_\_\_\_\_ has authorized the Mayor and Law Director of the Village of Thurston to enter into a contract with the County pursuant to Ohio Revised Code Section 307.38 to permit the Fairfield County Building Department to provide such services for the administration and enforcement of the nonresidential building regulations of the Village of Thurston and to pay for such services; and,

**WHEREAS**, The Fairfield County Board of Commissioners by its Resolution dated \_\_\_\_\_, agree to assist the Village in the administration and enforcement of the Village's nonresidential building regulations, and authorize the entering of a contract with the Village for such services;

**NOW, THEREFORE**, in consideration of the mutual agreements, promises, and covenants hereinafter set forth, the parties hereto agree to bind themselves as follows:

The County shall make available to the Village the employees or contractors of the Fairfield County Building Department to provide any necessary administrative services, inspections, and otherwise take all action necessary to enforce the nonresidential building regulations of the Village. The services provided by the County shall also include the collection of all required building permit fees for the County during the period of this contract and registration of contractors performing work within the County including administration of contractor registration bonds.

In consideration of the above services to be provided by the Fairfield County Building Department, the Village of Thurston agrees to permit the County to retain one hundred percent (100%) of all fees collected by the county during the term of this contract related to the administration and enforcement of the Village building regulations as it relates to non-residential construction.

Additionally, the Village shall provide access to the County, without fee or charge, to all prior building department records including, but not limited to: contractor registrations; building permit applications, plans and associated documents; and, other related building department documents deemed necessary by Fairfield County.



The duration of this agreement shall be for a period of one (1) year commencing January 27, 2024, and terminating at four o'clock (4:00 pm) on December 31, 2024. Either the County or the Village shall have the right to terminate this contract with not less than thirty (30) days advance written notice of its intent to terminate, stating the reasons therefore and specifying the effective date for such termination.

Unless either party provides the other with thirty (30) days advance written notice of its intent to terminate this agreement at the expiration of the contract term, then this agreement shall continue for succeeding one (1) year periods under the same terms and conditions until terminated in writing by either party.

The County is authorized under the terms of this contract to employ such persons, including the independent contractors and consultants, as it deems necessary to enforce the provisions of the Village nonresidential building regulations.

This agreement shall be binding upon the parties' signatory hereto together with the successors, assignees, designees, employees and independent contractors.

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound hereby, have hereto set their hands on this 14<sup>th</sup> day of Feb, 2024.

Caryll Sproun

Mayor of Thurston  
*Village Admin*

Dee Reedy

2-14-24  
Village Solicitor, Village of Thurston  
*Fiscal Officer*

\_\_\_\_\_  
President, Board of Commissioners

\_\_\_\_\_  
Prosecuting Attorney



Prosecutor's Approval Page

Resolution No.

A Resolution to Approve a contract between the Fairfield County Board of Commissioners and the Village of Thurston for Nonresidential Building Inspection Services

(Fairfield County Regional Planning Commission)

Approved as to form on 2/27/2024 4:09:18 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-03.05.q

A Resolution to Approve a contract between the Fairfield County Board of Commissioners and the Village of Thurston for Nonresidential Building Inspection Services

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution approving an account-to-account transfer into a major expenditure object category.**

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

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

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

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**Section 1.** That the transfer of appropriations are hereby authorized as follows:

From: 23202700 Materials & supplies \$55.00  
To: 23202700 Capital Outlay

From: 23202700 Materials & supplies \$100.00  
To: 23202700 Contractual Services

Prepared by: Mendi Rarey  
cc: Sheriff

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

Total Transfer of Appropriations \$155.00

From: 23202700 561060 Clothing; \$55.00

To: 23220700 574000 Equipment, Software & Fixtures; \$55.00

From: 23202700 561060 Clothing; \$100.00

To: 23220700 530000 Contract Services; \$100.00

Signature Page

Resolution No. 2024-03.05.r

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure  
Object Category

(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 purchase of two work trucks – Utilities.**

**WHEREAS,** Fairfield County Utilities needs to replace the trucks in the fleet; and

**WHEREAS,** Fairfield County Utilities needs two trucks to service Greenfield Water and Sewer District as well as Fairfield County Utilities District; and

**WHEREAS,** Fairfield County Utilities has received the state bid quote (DAS Contract Number RSI010203) from Valley Chevy for a Chevrolet Silverado trucks as well as local quotes from Bob Boyd Auto Family; and

**WHEREAS,** Fairfield County Utilities has discovered Bob Boyd bid of \$52,793.00 is less than the Valley Chevy price of \$53,010.00; and

**WHEREAS,** Fairfield County Utilities has budgeted and has sufficient funds to purchase two Dodge Ram trucks at \$52,793.00 each from Bob Boyd.

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

**Section 1.** That this Board of Commissioners resolves to and does hereby approve the purchase of two Dodge RAM 1500 trucks for \$52,793.00 each.

**Section 2.** That the Director of Utilities proceed with the purchase of two Dodge RAM 1500 trucks.

Prepared by: Tony Vogel  
cc: Utilities



REPRINT

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 # 23003821 - 02

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

BILL TO

FAIRFIELD COUNTY UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 740-652-7120

VENDOR

BOB BOYD FORD
2810 N COLUMBUS ST
LANCASTER, OH 43130

SHIP TO

OPERATIONS BUILDING-UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 614-322-5200

Table with columns: VENDOR PHONE NUMBER, VENDOR FAX NUMBER, REQUISITION NUMBER, DELIVERY REFERENCE, DATE ORDERED, VENDOR NUMBER, DATE REQUIRED, FREIGHT METHOD/TERMS, DEPARTMENT/LOCATION, NOTES

PO Requisitioner Name : Jody Altman
E mail Address : jody.altman@fairfieldcountyohio.gov

Table with columns: ITEM #, DESCRIPTION / PART #, QTY, UOM, UNIT PRICE, EXTENDED PRICE. Includes 4 rows of modified sewer and water blankets.

Table with column: GL SUMMARY. Lists GL Account numbers and their corresponding amounts.

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$192,788.00 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: 03/31/2023

Carri L. Brown (Signature)

Auditor Fairfield County, OH

Purchase Order Total \$192,788.00

3/5/24

For Department Use ONLY

288

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: NEW, MODEL YEAR 2023 OR NEWER- SPORT UTILITY VEHICLES, CARGO VANS AND TRUCKS; ALTERNATIVE FUEL VEHICLES (SUVS)

CONTRACT No.: RSI010203

CONTRACT ID: CTR010203-A3

EFFECTIVE DATES: 10/17/22 to 10/31/2023

SUPPLIER: VALLEY CHEVROLET

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC0000005637. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Instructions to Bidders and Standard Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 10/31/2025 unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the Ohio|Buys public portal at the following address:

<https://supplier-emarketplace.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: \_\_\_\_\_

Kathleen C. Madden, Director

Date

## 1 - SPECIFICATIONS AND REQUIREMENTS

### 1.1 - SCOPE

These specifications define the State’s requirements for new, never titled, model year 2023 or newer sports utility vehicles (SUVS), trucks and cargo vans; included are alternative fuel SUVs. These specifications are to be utilized by state agencies in the operation of state government. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing Program.

Vehicle shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer’s disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

### 1.2 - CLASSIFICATION

Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies. The estimates listed below are based upon 2022 vehicle purchases and projections for 2023.

Item Number	Estimated # of Units	Classification:
^14AT	5 Units	Pickup Full Size 2WD, Regular Cab, Long Bed, 6,100# GVWR
^15AT	0 Units	Pickup Full Size 4WD, Regular Cab, Long Bed, 6,300# GVWR
^16AT	15 Units	Pickup Full Size 2WD, Extended Cab, Short Bed, 6,200# GVWR
^17AT	25 Units	Pickup Full Size 4WD, Extended Cab, Short Bed, 6,400# GVWR
^18AT	3 Units	Pickup – Full Size – 6,200# GVWR – 2WD – Crew Cab – Short Bed
^19AT	5 Units	Pickup – Full Size – 6,400# GVWR – 4WD – Crew Cab – Short Bed
*20AT	0 Units	Pickup – Full Size – 8,500# GVWR – 2WD – Regular Cab – Long Bed
*21AT	0 Units	Pickup – Full Size – 8,500# GVWR – 4WD – Regular Cab – Long Bed
*22AT	3 Units	Pickup – Full Size – 8,500# GVWR – 2WD – Extended Cab - Short Bed
*23AT	7 Units	Pickup – Full Size – 8,500# GVWR – 4WD – Extended Cab - Short Bed
*24AT	0 Units	Pickup – Full Size – 8,500# GVWR – 2WD – Crew Cab -Short Bed
*25AT	1 Unit	Pickup – Full Size – 8,500# GVWR – 4WD – Crew Cab -Short Bed
*26AT	0 Units	Pickup – Full Size – 12,800# GVWR – 2WD – Regular Cab – Long Bed - DRW
*27AT	1 Unit	Pickup – Full Size – 12,800# GVWR – 4WD – Regular Cab – Long Bed - DRW
*28AT	2 Units	Pickup – Full Size – 12,800# GVWR – 2WD – Extended Cab, Long Bed - DRW
*29AT	3 Units	Pickup – Full Size – 12,800# GVWR – 4WD – Extended Cab, Long Bed - DRW
*30AT	1 Units	Pickup – Full Size – 12,800# GVWR – 2WD – Crew Cab – Long Bed - DRW
*31AT	6 Units	Pickup – Full Size – 12,800# GVWR – 4WD – Crew Cab – Long Bed - DRW
*32AT	0 Units	C & C – Full Size – 12,800# GVWR – 2WD – Regular Cab- DRW
*33AT	1 Unit	C & C – Full Size – 12,800# GVWR – 4WD – Regular Cab- DRW
*36AT	0 Units	C & C – Full Size – 12,800# GVWR – 2WD – Crew Cab- DRW
*37AT	0 Units	C & C – Full Size – 12,800# GVWR – 4WD – Crew Cab- DRW

NOTE: Political subdivision purchases are not included in the figures shown above. The evaluation is based upon these State usage figures. This Contract will be available to political subdivisions in addition to the State usage projections above.

For items with an Estimated Usage of 0, a value of 1 will be used for evaluation purposes.

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO’s to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

### 1.3 - APPLICABLE DOCUMENTS

- A. [Ohio Revised Code Section 125](#)
- B. Ohio Revised Code Chapters [4501](#), [4503](#), [4513](#), and [4517](#)
- C. Federal Motor Vehicle Safety Standards (FMVSS)
- D. Society of Automotive Engineers (SAE) Automotive Technical Standards
- E. Occupational Safety & Health Administration (OSHA) Regulations
- F. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- G. Model Year 2023 or Manufacturer's most current Model EPA Fuel Economy Guide

### 1.4 - REQUIREMENTS

In addition to the State of Ohio automobile and passenger van specifications, the following items of factory-installed equipment shall be required as standard equipment on each vehicle listed in this bid, unless otherwise noted. Optional equipment required to be furnished on the units is noted on the State's specifications. Options listed herein are to be factory installed except for any item(s) not available from the factory.

#### 1.4.1 - REQUIRED STANDARD EQUIPMENT

The following is required standard equipment:

- A. Four Speed Automatic Transmission (unless otherwise noted).
- B. Outside Rearview Mirrors, Left and Right, Low Mount with break-a-way mirror head feature (unless otherwise specified, manufacturers largest standard manually operated left and right mirrors to be bid).
- C. Inside Rearview Mirrors.
- D. Spare Wheel and Tire (of same manufacturer style and tread design as Original Equipment) with manufacturers standard spare tire mounting location, unless otherwise specified. Tire and wheels shall be conventional full size, if available. All tires to be radial unless otherwise stated. A tire mending kit can also be used as an alternative where noted.
- E. Bumpers: Front and Rear, manufacturer's standard, with the rear bumper to be a step bumper on all pickup trucks with factory beds or utility body.
- F. Standard heater and defroster.
- G. Heavy duty radiator to include radiator overflow tank.
- H. Dual armrests.
- I. Dual visors.
- J. Dual airbags.
- K. Gauges on instrument panel, as standard for model being bid.
- L. 12V power point.
- M. Lug wrench and tire jack.

- N. Second row bench seat required on utility vehicles and crew cab trucks unless otherwise specified. Shall be manufacturer's standard seating.
- O. Passenger seat required on each van. Second row bench seat required on crew cab trucks unless otherwise specified. Shall be manufacturer's standard seating.
- P. Manufacturer's standard floor covering. Floor covering in cargo vans to include load area.
- Q. All wiring provided is to be properly sized and installed in accordance with the manufacturer's recommendations. All wiring is to be adequately protected from cargo in the load space.
- R. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be returned with the bid, certifying compliance to this requirement.  
  
NOTE: Failure to provide this warranty may result in disqualification of the bid.
- S. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.
- T. Key FOBS: Two sets of keys with FOBS enabling electronic keyless entry will be included with the delivery of the vehicle.
- U. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refer to air bag systems.
- V. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, steel belted radials (all season tread; unless otherwise specified).
- W. All vehicles to be delivered ready to use, fully charged or with the fuel tank at least one-half (1/2) full.
- X. Bluetooth Connectivity: Each vehicle listed in this Bid shall have Bluetooth Connectivity to allow handsfree phone operation.
- Y. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturer standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will assume all colors are standard and no additional compensation will be made for any factory color ordered.
- Z. Additional Option Package: This has been included on the pricing pages for the bidder to provide several of their more popular options for the item being bid. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

#### 1.4.2 - BODY SPECIFICATIONS

- A. Frame, Axle, and Springs: Shall be manufacturer's standard for the payload rating, unless otherwise specified.
- B. Cab/Vehicle Body: Shall be the manufacturer's standard protection closed type with safety glass throughout. Key type door lock in at least one (1) door.
- C. Pickup Box: Shall be of the open express wide type with down swinging tailgate. The tailgate shall be fitted with shield top chains or other means of holding the tailgate in a 90-degree open position. The floor of the box shall be either all steel or aluminum and be the manufacturer's standard box for model being bid. Inside box dimensions shall be manufacturer's standard for box specified.

### 1.4.3 - OPTIONAL EQUIPMENT REQUIREMENTS (WHEN ORDERED)

- A. 6 DOOR UTILITY BODY: Furnish and install a six (6) door utility body that is appropriately sized for the chassis. The quoted bid price is to include all parts and labor for the installation of the body. If the body is installed on a four (4) wheel drive vehicle an off-road installation kit is to be provided. The body is to include the following features:
1. Removal of the pickup box if required.
  2. Finish paint to match the cab.
  3. All steel construction with a five (5) year rust through warranty.
  4. Four (4) vertical compartments and two (2) horizontal compartments with standard shelving. All doors are to be keyed alike.
  5. 3/16" tread plate floor.
  6. Rear tailgate with rubber coated chains.
  7. Rear step bumper with pintle hood recess.
  8. Lighting package to comply with FMVSS 108.
- B. SNOW PLOW PACKAGE: Furnish and install a snow plow package that includes the following features:
1. Chassis manufacturer's snow plow prep package.
  2. Blade with quick-disconnect mounting assembly. The blade is to incorporate a replaceable cutting edge.
  3. Blade to be sized according to the manufacturer's recommendation based on the rear axle track width. Pricing will be established for single rear wheel and dual rear wheel track widths when applicable. Bidder will indicate the price and the blade length for each configuration in their bid response. The State may reject the proposed snow plow if the design is not appropriate for the truck configuration.
  4. Power and blade.
  5. Plow lights and markers.
  6. In cab controls installed in a convenient location for the driver.
- C. 2 YARD DUMP BODY: Furnish and install a 2 Yard Dump Body that is appropriately sized for the chassis. The dump body is to include the following features:
1. Cab Shield.
  2. Double acting tailgate.
  3. 15 GPM Central Hydraulic system w/9 Ton double acting hoist.
  4. All DOT safety items such as cab lights, rubber mounted bed lights, bed props, and mud flaps.
  5. Finish paint to match the cab.
- D. METAL SAFETY PARTITION: Furnish and install a metal wire mesh safety partition between the cab and load areas of the van. The partition is not to interfere with the seat travel or the side door opening of the load area.
- E. PLEXIGLAS SAFETY PARTITION: Furnish and install a clear plexiglass safety partition between the cab and load area of the van. The partition is not to interfere with the seat travel or the side door opening of the load area.
- F. TRAILER TOW PACKAGE: The trailer tow package is to include a Reese type receive tube and trailer receptacle.
- G. 7-PIN TRAILER RECEPTACLE WIRING (ODOT WIRING SPECIFICATION): Furnish and install a 7-pin trailer receptacle at the rear of the truck that is wired per Supplement A.
- H. BED LINER: Furnish and install a bed liner that is to be a Spray-In Liner (aftermarket installation will be accepted).

### 1.5 - DELIVERY

#### 1.5.1 - ORDER CONFIRMATION

Upon receipt of an order from an ordering agency, the contractor will confirm receipt of the agency's order by either fax or electronic means. Contractors are required to enter orders with the factory within two (2) days after receipt of purchase order. The contractor is to provide confirmation of the factory orders to the ordering agency by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (for Delayed Delivery refer to Section 1.5.4 of this document).



Upon receipt of the vehicle from the manufacturer, the dealer is to acknowledge receipt of the vehicle to the ordering agency. The contractor (dealer) is to then schedule delivery with the ordering agency. Delivery may be refused by the ordering agency if delivery was not scheduled.

#### 1.5.2 - ORDERING ENTITY CONTACT

Any State of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

#### 1.5.3 - PERFORMANCE AGREEMENT

The manufacturer has, upon occasion, oversold productive capability, resulting in an inability to deliver all of the contractor's properly entered and acknowledged orders. When this occurs, the contractor cannot deliver for reasons beyond his control and cannot be held responsible. Usually, the manufacturer will complete deliveries with the new model year vehicle at the contractor's bid price.

#### 1.5.4 - DELAYED DELIVERY

- A. Certain agencies may require delayed delivery on various items within this Contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.
- B. If ordering entities elect to take delivery at the Contractor's place of business, pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

#### 1.5.5 - DELIVERY INSTRUCTIONS

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.

#### 1.5.6 - MANUFACTURERS PRODUCTION TERMINATION NOTICE (BUILD-OUT)

- A. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the Contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.
- B. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates but are urged to submit their orders as quickly as possible after receipt of the contract.
- C. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the Contract price.

- D. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

## 1.6 - NOTES

### 1.6.1 - WARRANTY

Unless ordered with extended warranty, manufacturer's standard warranty shall apply, copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

### 1.6.2 - SPECIFICATION CONFORMATION & EXTRA ACCESSORIES

Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements. Any extra accessories delivered on vehicles cannot and will not be paid for.

### 1.6.3 - ORDERING REQUIREMENTS/LIMITATIONS

Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

### 1.6.4 - ADDITIONAL OPTIONS

Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.

If offering additional options, include the information in the Additional Option Package on the Item Grid.

### 1.6.5 - DIFFERENTIAL TYPE/RATIO

For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided (include information on the Specification Identification & Unspecified Option Price form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

**1.7 - SPECIFICATION SHEETS**

Shown below are the specifications requirements for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations providing equivalent performance in the Questionnaire. Failure to comply may deem the bid not responsive.

^ITEM 14AT, PICKUP FULL SIZE 6,100 LB 2WD REG CAB LONG BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CC10903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	2.7L/4 Cylinder
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Required
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

ITEM 14AT, PICKUP FULL SIZE 6,100 LB 2WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	28.3
29.	Headroom (Front) (in.)	40
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	1,790
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,100
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 14AT, PICKUP FULL SIZE 6,100 LB 2WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
56.	All Terrain Tires (QDV)	
57.	Trailer Tow Mirrors (DPO)	
58.	Backup Alarm (8S3)	
59.	Hybrid Engine (Not available)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42

^ITEM 15AT, PICKUP FULL SIZE 6,300 LB 4WD REG CAB LONG BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CK10903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	2.7L/4 Cylinder
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Required
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.



ITEM 15AT, PICKUP FULL SIZE 6,300 LB 4WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	28.3
29.	Headroom (Front) (in.)	40
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	74
34.	Payload (lbs.)	1,790
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,300
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 15AT, PICKUP FULL SIZE 6,300 LB 4WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (PAPER)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
56.	All Terrain Tires (QDV)	
57.	Trailer Tow Mirrors (DPO)	
58.	Backup Alarm (8S3)	
59.	Hybrid Engine (Not available)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42

^ITEM 16AT, PICKUP FULL SIZE 6,200 LB 2WD EXT CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CC10753

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	2.7L/4 Cylinder
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Required
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

ITEM 16AT, PICKUP FULL SIZE 6,200 LB 2WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	140
28.	Fuel Capacity (Gal.)	28.3
29.	Headroom (Front/Rear) (in.)	41/39
30.	Leg Room (Front/Rear) (in.)	41/33
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	57
34.	Payload (lbs.)	1,790
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,200
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 16AT, PICKUP FULL SIZE 6,200 LB 2WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
56.	All Terrain Tires (QDV)	
57.	Trailer Tow Mirrors (DPO)	
58.	Backup Alarm (8S3)	
59.	Hybrid Engine (Not available)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42

^ITEM 17AT, PICKUP FULL SIZE 6,400 LB 4WD EXT CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CK10753

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	2.7L/4 Cylinder
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Required
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

ITEM 17AT, PICKUP FULL SIZE 6,400 LB 4WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	140
28.	Fuel Capacity (Gal.)	28.3
29.	Headroom (Front/Rear) (in.)	41/39
30.	Leg Room (Front/Rear) (in.)	41/33
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	57
34.	Payload (lbs.)	1,690
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,400
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber



ITEM 17AT, PICKUP FULL SIZE 6,400 LB 4WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (PAPER)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
56.	All Terrain Tires (QDV)	
57.	Trailer Tow Mirrors (DPO)	
58.	Backup Alarm (8S3)	
59.	Hybrid Engine (Not available)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42

^ITEM 18AT, PICKUP FULL SIZE 6,200 LB 2WD CREW CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CC10543

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	3.6L, V6
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	5.5 ft
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

ITEM 18AT, PICKUP FULL SIZE 6,200 LB 2WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
<b>Seating</b>		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
28.	Wheelbase (in.)	140
29.	Fuel Capacity (Gal.)	28.3
30.	Headroom (Front/Rear) (in.)	41/39
31.	Leg Room (Front/Rear) (in.)	41/38
32.	Hip Room (Front/Rear) (in.)	60/63
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	50
35.	Payload (lbs.)	1,700
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,200
<b>Accessories</b>		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 18AT, PICKUP FULL SIZE 6,200 LB 2WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (PAPER)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
57.	All Terrain Tires (QDV)	
58.	Trailer Tow Mirrors (DPO)	
59.	Backup Alarm (8S3)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42

^ITEM 19AT, PICKUP FULL SIZE 6,400 LB 4WD CREW CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CK10543

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	3.6L, V6
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	5.5 ft
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

ITEM 19AT, PICKUP FULL SIZE 6,400 LB 4WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
<b>Seating</b>		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
28.	Wheelbase (in.)	140
29.	Fuel Capacity (Gal.)	28.3
30.	Headroom (Front/Rear) (in.)	41/39
31.	Leg Room (Front/Rear) (in.)	41/38
32.	Hip Room (Front/Rear) (in.)	60/63
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	50
35.	Payload (lbs.)	1,630
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,400
<b>Accessories</b>		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 19AT, PICKUP FULL SIZE 6,400 LB 4WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (PAPER)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
57.	All Terrain Tires (QDV)	
58.	Trailer Tow Mirrors (DPO)	
59.	Backup Alarm (8S3)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3:42



\*ITEM 20AT, PICKUP FULL SIZE 8,500 LB 2WD REG CAB LONG BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CC20903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	5.7L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 20AT, PICKUP FULL SIZE 8,500 LB 2WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front) (in.)	40
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	3,000
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 20AT, PICKUP FULL SIZE 8,500 LB 2WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (PAPER)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QF6)	
57.	Trailer Tow Mirrors (DBG)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 21AT, PICKUP FULL SIZE 8,500 LB 4WD REG CAB LONG BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CK20903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	5.7L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 21AT, PICKUP FULL SIZE 8,500 LB 4WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front) (in.)	40
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	2,600
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 21AT, PICKUP FULL SIZE 8,500 LB 4WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QF6)	
57.	Trailer Tow Mirrors (DBG)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
61.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft. Blade (FISHER 8 FOOT)	
62.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 22AT, PICKUP FULL SIZE 8,500 LB 2WD EXT CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CC20753

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5 ft.
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.



ITEM 22AT, PICKUP FULL SIZE 8,500 LB 2WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	142
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front/Rear) (in.)	40/38
30.	Leg Room (Front/Rear) (in.)	41/31
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	60
34.	Payload (lbs.)	3,400
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 22AT, PICKUP FULL SIZE 8,500 LB 2WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QF6)	
57.	Trailer Tow Mirrors (DBG)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	8 ft. Bed in Lieu of Short Bed (CC20953)	
61.	Additional Option Package: 6.6L V6 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 23AT, PICKUP FULL SIZE 8,500 LB 4WD EXT CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CK20753

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5 ft.
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 23AT, PICKUP FULL SIZE 8,500 LB 4WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	142
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front/Rear) (in.)	40/38
30.	Leg Room (Front/Rear) (in.)	41/31
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	60
34.	Payload (lbs.)	3,100
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 23AT, PICKUP FULL SIZE 8,500 LB 4WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QF6)	
57.	Trailer Tow Mirrors (DBG)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	8 ft. Bed in Lieu of Short Bed (CK20953)	
61.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
62.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
63.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 24AT, PICKUP FULL SIZE 8,500 LB 2WD CREW CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CC20743

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	5.7L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5 ft.
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

## ITEM 24AT, PICKUP FULL SIZE 8,500 LB 2WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
<b>Seating</b>		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
28.	Wheelbase (in.)	149
29.	Fuel Capacity (Gal.)	36
30.	Headroom (Front/Rear) (in.)	40/40
31.	Leg Room (Front/Rear) (in.)	41/39
32.	Hip Room (Front/Rear) (in.)	60/65
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	60
35.	Payload (lbs.)	2,600
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
<b>Accessories</b>		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber



ITEM 24AT, PICKUP FULL SIZE 8,500 LB 2WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (SM)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
57.	All Terrain Tires (QF6)	
58.	Trailer Tow Mirrors (DBG)	
59.	Backup Alarm (8S3)	
60.	6-Door Utility Body (STAHL 8 FOOT)	
61.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 25AT, PICKUP FULL SIZE 8,500 LB 4WD CREW CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CK20743

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	5.7L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5 ft.
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 25AT, PICKUP FULL SIZE 8,500 LB 4WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
<b>Seating</b>		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
28.	Wheelbase (in.)	149
29.	Fuel Capacity (Gal.)	36
30.	Headroom (Front/Rear) (in.)	40/40
31.	Leg Room (Front/Rear) (in.)	41/39
32.	Hip Room (Front/Rear) (in.)	60/65
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	60
35.	Payload (lbs.)	2,300
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
<b>Accessories</b>		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 25AT, PICKUP FULL SIZE 8,500 LB 4WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (SM)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
57.	All Terrain Tires (QF6)	
58.	Trailer Tow Mirrors (DBG)	
59.	Backup Alarm (8S3)	
60.	6-Door Utility Body (STAHL 8 FOOT)	
61.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
62.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft. Blade (FISHER 8 FOOT)	
63.	Additional Option Package: 6.6L V8 Diesel (L5P)	
64.	Additional Option Package: 8 Foot Bed (CK20943)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 26AT, PICKUP FULL SIZE 12,800 LB 2WD REG CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC30903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 26AT, PICKUP FULL SIZE 12,800 LB 2WD REG CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front) (in.)	39
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	5,900
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 26AT, PICKUP FULL SIZE 12,800 LB 2WD REG CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QZT)	
57.	Trailer Tow Mirrors (DWC)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Single Rear Wheel (SRW)	
61.	Transmission Power Take-off Provision [(PTO) Requires Diesel Motor]	
62.	Dual Batteries: 70 Amp Hour Rating (K4B)	
63.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	
64.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 27AT, PICKUP FULL SIZE 12,800 LB 4WD REG CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK30903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 27AT, PICKUP FULL SIZE 12,800 LB 4WD REG CAB LONG BED DRW

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front) (in.)	39
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	6,100
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 27AT, PICKUP FULL SIZE 12,800 LB 4WD REG CAB LONG BED DRW

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QZ2)	
57.	Trailer Tow Mirrors (DWC)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Single Rear Wheel (SRW)	
61.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
62.	Snow Plow Package for DRW (order w/Snow Plow Prep Package). 8 Ft. Blade (FISHER 8 FOOT)	
63.	Snow Plow Package for SRW (order w/Snow Plow Prep Package). 8 Ft. Blade (FISHER 8 FOOT)	
64.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
65.	Dual Batteries: 70 Amp Hour Rating (K4B)	
66.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	
67.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 28AT, PICKUP FULL SIZE 12,800 LB 2WD EXT CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC30953

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 28AT, PICKUP FULL SIZE 12,800 LB 2WD EXT CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	158
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front/Rear) (in.)	40/38
30.	Leg Room (Front/Rear) (in.)	41/31
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	6,330
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 28AT, PICKUP FULL SIZE 12,800 LB 2WD EXT CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (Q7T)	
57.	Trailer Tow Mirrors (DWC)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Single Rear Wheel (SRW)	
61.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
62.	Dual Batteries: 70 Amp Hour Rating (K4B)	
63.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	
64.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 29AT, PICKUP FULL SIZE 12,800 LB 4WD EXT CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK30953

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.



ITEM 29AT, PICKUP FULL SIZE 12,800 LB 4WD EXT CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	158
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front/Rear) (in.)	40/38
30.	Leg Room (Front/Rear) (in.)	41/31
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	6,330
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 29AT, PICKUP FULL SIZE 12,800 LB 4WD EXT CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QZT)	
57.	Trailer Tow Mirrors (DWC)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
61.	Snow Plow Package for DRW (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
62.	Snow Plow Package for SRW (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
63.	Single Rear Wheel (SRW)	
64.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
65.	Dual Batteries: 70 Amp Hour Rating (K4B)	
66.	Heavy Duty Alternator (220 Amp Minimum) (KWB)	
67.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 30AT, PICKUP FULL SIZE 12,800 LB 2WD CREW CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC30943

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 30AT, PICKUP FULL SIZE 12,800 LB 2WD CREW CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
<b>Seating</b>		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
28.	Wheelbase (in.)	167
29.	Fuel Capacity (Gal.)	36
30.	Headroom (Front/Rear) (in.)	40/40
31.	Leg Room (Front/Rear) (in.)	41/39
32.	Hip Room (Front/Rear) (in.)	60/65
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	75
35.	Payload (lbs.)	6,200
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 30AT, PICKUP FULL SIZE 12,800 LB 2WD CREW CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (SM)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
57.	All Terrain Tires (QZT)	
58.	Trailer Tow Mirrors (DWC)	
59.	Backup Alarm (8S3)	
60.	6-Door Utility Body (STAHL 8 FOOT)	
61.	Single Rear Wheel (SRW)	
62.	Diesel Engine (L5P)	
63.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
64.	Dual Batteries: 70 Amp Hour Rating (K4B)	
65.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 31AT, PICKUP FULL SIZE 12,800 LB 4WD CREW CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK30943

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 31AT, PICKUP FULL SIZE 12,800 LB 4WD CREW CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
<b>Seating</b>		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
28.	Wheelbase (in.)	167
29.	Fuel Capacity (Gal.)	36
30.	Headroom (Front/Rear) (in.)	40/40
31.	Leg Room (Front/Rear) (in.)	41/39
32.	Hip Room (Front/Rear) (in.)	60/65
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	75
35.	Payload (lbs.)	5,900
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber



ITEM 31AT, PICKUP FULL SIZE 12,800 LB 4WD CREW CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (SM)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
57.	All Terrain Tires (QZT)	
58.	Trailer Tow Mirrors (DWC)	
59.	Backup Alarm (8S3)	
60.	6-Door Utility Body (STAHL 8 FOOT)	
61.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow. (VYU)	
62.	Snow Plow Package for DRW (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
63.	Snow Plow Package for SRW (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
64.	Single Rear Wheel (SRW)	
65.	Diesel Engine (L5P)	
66.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
67.	Dual Batteries: 70 Amp Hour Rating (K4B)	
68.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 32AT, CAB & CHASSIS 12,800 LB 2WD REG CAB DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC31003

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Tires	All Season
12.	Spare Tire (No Tire Mending Kit Accepted)	Required
13.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
14.	Restraint System (Driver & Passenger)	Required
15.	Supplement Restraint System (Driver & Passenger)	Required
16.	Power Antilock Brakes (Front and Rear)	Required
17.	Rear Camera	Required
18.	Bluetooth Connectivity	Required
19.	Factory Installed Running Boards	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 32AT, CAB &amp; CHASSIS 12,800 LB 2WD REG CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Seating</b>		
20.	Seating Capacity	3
21.	Front Seat Type	Split Bench
22.	Seat Covering	Cloth
23.	Floor Covering	Vinyl
<b>Dimensions</b>		
24.	Wheelbase (in.)	137
25.	Fuel Capacity (Gal.)	63.5
26.	Headroom (Front) (in.)	40
27.	Leg Room (Front) (in.)	41
28.	Hip Room (Front) (in.)	60
29.	Shoulder Room (Front) (in.)	65
30.	Payload (lbs.)	6,520
31.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
32.	Air Conditioning	Required
33.	Tilt Wheel & Cruise Control	Required
34.	Power Windows & Door Locks	Required
35.	Keyed Door Locks	Required
36.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
37.	Intermittent Windshield Wipers	Required
38.	Radio	Standard AM/FM
39.	Exterior Rear-View Mirror	Dual
40.	Cargo Dome Light	Automatic
41.	Floor Mats	Rubber

ITEM 32AT, CAB &amp; CHASSIS 12,800 LB 2WD REG CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
42.	Rust Proofing	Min. Factory Warranty
43.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
44.	Parts Manual(s) (Not available)	
45.	Service Manual(s) (SM)	
46.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
47.	Seat Belt Extender (SBE)	
48.	Vinyl Seat Covering (VINYL)	
49.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
50.	7-Pin Trailer Receptacle Wiring (See Supplement A) (JL1)	
51.	All Terrain Tires (QZT)	
52.	Trailer Tow Mirrors (DWC)	
53.	Backup Alarm (8S3)	
54.	6-Door Utility Body (STAHL 9 FOOT)	
55.	2 Yard Dump Body (GALION 9 FOOT)	
56.	84" CA in lieu of 60" CA (N/A with 2 Yard Dump Body) (CC31403)	
57.	Diesel Engine (L5P)	
58.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
59.	Dual Batteries: 70 Amp Hour Rating (K4B)	
60.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 33AT, CAB & CHASSIS 12,800 LB 4WD REG CAB DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK31003

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Tires	All Season
12.	Spare Tire (No Tire Mending Kit Accepted)	Required
13.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
14.	Restraint System (Driver & Passenger)	Required
15.	Supplement Restraint System (Driver & Passenger)	Required
16.	Power Antilock Brakes (Front and Rear)	Required
17.	Rear Camera	Required
18.	Bluetooth Connectivity	Required
19.	Factory Installed Running Boards	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 33AT, CAB &amp; CHASSIS 12,800 LB 4WD REG CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Seating</b>		
20.	Seating Capacity	3
21.	Front Seat Type	Split Bench
22.	Seat Covering	Cloth
23.	Floor Covering	Vinyl
<b>Dimensions</b>		
24.	Wheelbase (in.)	137
25.	Fuel Capacity (Gal.)	63.5
26.	Headroom (Front) (in.)	40
27.	Leg Room (Front) (in.)	41
28.	Hip Room (Front) (in.)	60
29.	Shoulder Room (Front) (in.)	65
30.	Payload (lbs.)	6,520
31.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
32.	Air Conditioning	Required
33.	Tilt Wheel & Cruise Control	Required
34.	Power Windows & Door Locks	Required
35.	Keyed Door Locks	Required
36.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
37.	Intermittent Windshield Wipers	Required
38.	Radio	Standard AM/FM
39.	Exterior Rear-View Mirror	Dual
40.	Cargo Dome Light	Automatic
41.	Floor Mats	Rubber

ITEM 33AT, CAB & CHASSIS 12,800 LB 4WD REG CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
42.	Rust Proofing	Min. Factory Warranty
43.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
44.	Parts Manual(s) (Not available)	
45.	Service Manual(s) (SM)	
46.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
47.	Seat Belt Extender (SBE)	
48.	Vinyl Seat Covering (VINYL)	
49.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
50.	7-Pin Trailer Receptacle Wiring (See Supplement A) (JL1)	
51.	All Terrain Tires (QZT)	
52.	Trailer Tow Mirrors (DWC)	
53.	Backup Alarm (8S3)	
54.	6-Door Utility Body (STAHL 9 FOOT)	
55.	2 Yard Dump Body (GALION 9 FOOT)	
56.	84" CA in lieu of 60" CA (N/A with 2 Yard Dump Body) (CK31403)	
57.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
58.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft. 6 in. Blade length (FISHER 8'6")	
59.	Diesel Engine (L5P)	
60.	Transmission Power Take-off Provision [(PTO) Requires L5P Diesel Engine)	
61.	Dual Batteries: 70 Amp Hour Rating (K4B)	
62.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 36AT, CAB & CHASSIS 12,800 LB 2WD CREW CAB DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC31043

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Full Size Doors	4
12.	Tires	All Season
13.	Spare Tire (No Tire Mending Kit Accepted)	Required
14.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
15.	Restraint System (Driver & Passenger)	Required
16.	Supplement Restraint System (Driver & Passenger)	Required
17.	Power Antilock Brakes (Front and Rear)	Required
18.	Rear Camera	Required
19.	Bluetooth Connectivity	Required
20.	Factory Installed Running Boards	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 36AT, CAB &amp; CHASSIS 12,800 LB 2WD CREW CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Seating</b>		
21.	Seating Capacity	6
22.	Front Seat Type	Split Bench
23.	Seat Covering	Cloth
24.	Floor Covering	Vinyl
<b>Dimensions</b>		
25.	Wheelbase (in.)	171
26.	Fuel Capacity (Gal.)	63.5
27.	Headroom (Front/Rear) (in.)	40/40
28.	Leg Room (Front/Rear) (in.)	41/39
29.	Hip Room (Front/Rear) (in.)	60/65
30.	Shoulder Room (Front/Rear) (in.)	65/65
31.	Payload (lbs.)	6,270
32.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
33.	Air Conditioning	Required
34.	Tilt Wheel & Cruise Control	Required
35.	Power Windows & Door Locks	Required
36.	Keyed Door Locks	Required
37.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
38.	Intermittent Windshield Wipers	Required
39.	Radio	Standard AM/FM
40.	Exterior Rear-View Mirror	Dual
41.	Cargo Dome Light	Automatic
42.	Floor Mats	Rubber

ITEM 36AT, CAB & CHASSIS 12,800 LB 2WD CREW CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
43.	Rust Proofing	Min. Factory Warranty
44.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
45.	Parts Manual(s) (Not available)	
46.	Service Manual(s) (SM)	
47.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
48.	Seat Belt Extender (SBE)	
49.	Vinyl Seat Covering (VINYL)	
50.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
51.	7-Pin Trailer Receptacle Wiring (See Supplement A) (JL1)	
52.	All Terrain Tires (QZT)	
53.	Trailer Tow Mirrors (DWC)	
54.	Backup Alarm (8S3)	
55.	6-Door Utility Body (STAHL 9 FOOT)	
56.	2 Yard Dump Body (GALION 9 FOOT)	
57.	Diesel Engine (L5P)	
58.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
59.	Dual Batteries: 70 Amp Hour Rating (K4B)	
60.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 37AT, CAB & CHASSIS 12,800 LB 4WD CREW CAB DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK31043

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Full Size Doors	4
12.	Tires	All Season
13.	Spare Tire (No Tire Mending Kit Accepted)	Required
14.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
15.	Restraint System (Driver & Passenger)	Required
16.	Supplement Restraint System (Driver & Passenger)	Required
17.	Power Antilock Brakes (Front and Rear)	Required
18.	Rear Camera	Required
19.	Bluetooth Connectivity	Required
20.	Factory Installed Running Boards	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 37AT, CAB &amp; CHASSIS 12,800 LB 4WD CREW CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Seating</b>		
21.	Seating Capacity	6
22.	Front Seat Type	Split Bench
23.	Seat Covering	Cloth
24.	Floor Covering	Vinyl
<b>Dimensions</b>		
25.	Wheelbase (in.)	171
26.	Fuel Capacity (Gal.)	63.5
27.	Headroom (Front/Rear) (in.)	40/40
28.	Leg Room (Front/Rear) (in.)	41/39
29.	Hip Room (Front/Rear) (in.)	60/65
30.	Shoulder Room (Front/Rear) (in.)	65/65
31.	Payload (lbs.)	6,225
32.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
33.	Air Conditioning	Required
34.	Tilt Wheel & Cruise Control	Required
35.	Power Windows & Door Locks	Required
36.	Keyed Door Locks	Required
37.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
38.	Intermittent Windshield Wipers	Required
39.	Radio	Standard AM/FM
40.	Exterior Rear-View Mirror	Dual
41.	Cargo Dome Light	Automatic
42.	Skid Plate(s)	Required
43.	Floor Mats	Rubber

ITEM 37AT, CAB & CHASSIS 12,800 LB 4WD CREW CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Warranty</b>		
44.	Rust Proofing	Min. Factory Warranty
45.	Manufacturer Standard	Min. 3 yr./36,000 Mile
<b>Optional Equipment Items</b>		
46.	Parts Manual(s) (Not available)	
47.	Service Manual(s) (SM)	
48.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
49.	Seat Belt Extender (SBE)	
50.	Vinyl Seat Covering (VINYL)	
51.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
52.	7-Pin Trailer Receptacle Wiring (See Supplement A) (JL1)	
53.	All Terrain Tires (QZT)	
54.	Trailer Tow Mirrors (DWC)	
55.	Backup Alarm (8S3)	
56.	6-Door Utility Body (STAHL 9 FOOT)	
57.	2 Yard Dump Body (GALION 9 FOOT)	
58.	Diesel Engine (L5P)	
59.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
60.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft. 6 in. blade length. (FISHER 8'6")	
61.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
62.	Dual Batteries: 70 Amp Hour Rating (K4B)	
63.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

**2 - STANDARD TERMS AND CONDITIONS**

State of Ohio [Standard Terms and Conditions](#) (revised 4/19/22) will apply to this Contract.

**3 - SPECIAL CONTRACT TERMS AND CONDITIONS****3.1 - ORDER OF PRIORITY**

The order of priority of the Contract will be the following: 1.) Specifications and Requirements; 2) Contract Specific Terms and Conditions; 3) Standard Terms and Conditions.

**3.2 - AMENDMENT TO CONTRACT TERMS AND CONDITIONS**

The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**3.3 - FIRM FIXED-PRICE CONTRACT**

The Contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

**3.4 - OPTIONS PRICING NOTE**

Options prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). Bidder signifies by the completion of "Bid Certification" in their response that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate whether an option item is included with the base unit, no additional charge, not available, or a price for the option. On the Item Grid, the following must be used to indicate one of those choices:

- Included with base unit or available at no additional charge: On the Item Grid, enter \$0.00
- Not available: On the Item Grid, mark 'Yes' in the Decline column
- Price: On the Item Grid, enter the dollar value

**3.4.1 - REQUIRED OPTIONS**

Line items that are not marked with "Safety" and with a value greater than 0 in the "Units to Evaluate" are Required Options. Failure to offer a Required Option may deem your bid response not responsive and ineligible for award. Bidders must either, indicate the Required Option is included with the base unit or available at no additional charge by entering \$0.00, or providing a price. Bidders that decline a Required Option or respond with no cost but cannot provide this item may be deemed not responsive and ineligible for award.

If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Part Number field is to include an "AM" designation.

**3.4.2 - SAFETY EQUIPMENT OPTIONS**

Safety Options are identified on the Item Grid with the word "Safety" followed by the description of the safety equipment option. Bidders shall indicate if Safety Equipment Options are available on vehicles as part of the base vehicle by entering \$0.00, available as an option by entering a price, or not available by selecting Yes in the Decline column for that option.

Failure to provide this information will deem your bid not responsive for that vehicle. If available as an option and not standard on the base vehicle, bidders must provide a unit cost. Failure to provide the unit cost if available as an option and not standard on the base vehicle will deem your bid not responsive for that vehicle. If Safety Equipment Option is not standard on the base vehicle or available as an option, DAS may remove that option from evaluation for all responsive bidders on that vehicle.



#### 3.4.3 - ADDITIONAL OPTION PACKAGES

Bidders may elect to supply pricing for popular or common option packages not included as a required options on the Item Grid. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the Contract.

#### 3.4.4 - UNSPECIFIED OPTION PRICE

Unspecified option price is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

Any option not specified on the Item Grid will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. Bidder is to specify the percentage on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price specified by the Bidder will not be used in the vehicle evaluation.

#### 3.5 - TRANSPORTATION CHARGES

Any items(s) ordered from this Contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the State of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the catalog. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the State of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

#### 3.6 - MINIMUM DELIVERY CHARGE

This charge is to be used when the rate per mile per vehicle, as listed on the catalog, times the number of round-trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

#### 3.7 - PLACEMENT OF ORDERS

Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

#### 3.8 - PURCHASE ORDERS

The Purchase Orders for item(s) listed in this Contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official State of Ohio Purchase Order or, by a purchase order issued by the State's third-party financing administrator. The State will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the Contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this Contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

	TITLE TO:	SHIP TO:	BILL TO:
AGENCY TAX NO.	_____		
AGENCY	_____	_____	_____
ADDRESS	_____	_____	_____
CITY/STATE	_____	_____	_____
COUNTY	_____	CONTACT _____	TELEPHONE _____

**3.9 - SUBMISSION OF INVOICES**

Refer to the Standard Contract Terms and Conditions; IV, Order and Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

**3.10 - PAYMENT**

During the term of this Contract, a third-party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third-party administrator. Contractors will continue to receive payment in full; either from the State or the third-party administrator. If payment is received from the third-party administrator, the title to the vehicle is to (may) be forwarded to the third-party administrator. If a third-party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third-party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the third-party financing administrator and the dealer.

Payment will be issued once full order is completed and vehicles are delivered to ordering agency.

**3.11 - CANCELLATION AFTER ORDER CONFIRMATION**

If an ordering agency needs to cancel any units due to agency error (wrong vehicle, over purchase, discontinued use, inventory reduction, etc.) after receiving the confirmation from the factory as described in Section 1.5.1 of this document, the contractor may accept or reject the cancellation. If the contractor accepts the cancellation, they may charge a fee of up to \$1,000.00 per vehicle cancelled to recover costs for reselling the vehicle.

**3.12 - SERVICE**

The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. This requires that all fluids are filled to their maximum levels unless otherwise defined. Unit shall conform to all current Federal Safety Regulations including OSHA.

**3.13 - SERVICE POLICY**

The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

**3.14 - CERTIFICATE OF TITLE**

The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

3.15 - AGENCY REGISTRATION

The contractor shall furnish the Title Documents for each new vehicle and deliver same to the department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$15.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

3.16 - ADVERTISEMENT

Dealer name-signs shall not be affixed to any part of the delivered vehicle.

3.17 - DEALER LICENSE

Contractor must be licensed to sell motor vehicles in the State of Ohio pursuant to ORC [4517.12](#). DAS may ask for proof of a dealers license/permit.

The Bidder should submit their dealer license/permit issued by the State of Ohio with their bid response. If not provided as part of the bid response, the Bidder must provide said dealer license within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to submit the dealer license within the stated time period may result in the bid response being deemed as not responsive.

3.18 - AUTHORIZED DEALER STATEMENT

Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit documentation with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be from an authorized manufacturer's representative. If not provided as part of the bid response, the Bidder must provide said statement within seven (7) business days after request/notification by the Office of Procurement Services. Failure to submit the certification within the stated time period may result in the bid response being deemed as not responsive.

3.19 - SALES LICENSE

Contractor must be licensed to sell new motor vehicles pursuant to ORC [4517.01](#) and [4517.02](#).

DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the Bidder will have seven (7) calendar days to respond.

If the owner/partner who is listed on the dealer's license is selling to the State, rather than a salesperson, an affirmation letter stating this must be provided in lieu of a salesperson license.

3.20 - USAGE REPORTS

Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (GDC093).

Contractor is to submit two (2) separate reports, one (1) for state agencies purchases and the other report for political subdivision purchases.

INDEX NUMBER    CONTRACT NUMBER    CUSTOMER    ITEM NUMBER    # UNITS SOLD    \$ VALUE

3.21 - ENERGY POLICY ACT

The Energy Policy Act was signed into law in 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

### 3.22 - COOPERATIVE PURCHASING CONTRACT

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

### 3.23 - CONTRACTOR QUARTERLY SALES REPORT

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contractor for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using Ohio|Buys at the following web address [supplier-emarketplace.ohio.gov](http://supplier-emarketplace.ohio.gov). If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

### 3.24 - CONTRACTOR REVENUE SHARE

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals  $\frac{3}{4}$  of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below.

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select “Revenue Share” as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

#### **4 - INVITATION TO BID INSTRUCTIONS**

[Instructions, Terms and Conditions for Bidding](#) that apply to the solicitation.

#### **5 - SPECIAL INSTRUCTIONS TO BIDDERS**

##### **5.1 - DELIVERY**

Supplies will be delivered to the participating agency within the timeframe noted on the contract for the item after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency.

##### **5.2 - DESCRIPTIVE LITERATURE**

The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

##### **5.3 - CONTRACT AWARD**

The contract will be awarded to the lowest responsive and responsible bidder by line item.

##### **5.4 - EVALUATION**

Bids will be evaluated in accordance with Article I-15 of the “Instructions to Bidders”. In addition, the state will evaluate the bid based on the total item cost which equals the estimated number of units multiplied by the unit bid price plus the option unit bid cost times the number of units to evaluate (for each option with a quantity) plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no “delivery charge per mile round trip map mileage rate” supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The State reserves the right to reject the “per mile” delivery charge or the “minimum” delivery charge if it is determined to be excessive.

Example Calculation:

Total Item Cost = [(vehicle unit bid price) x (estimated number of units)] + [(option 1 unit bid cost) x (number of units to evaluate)] + [(option 2 unit bid cost) x (number of units to evaluate)] + [(delivery charge per mile round trip x 300) x estimated number of vehicles]

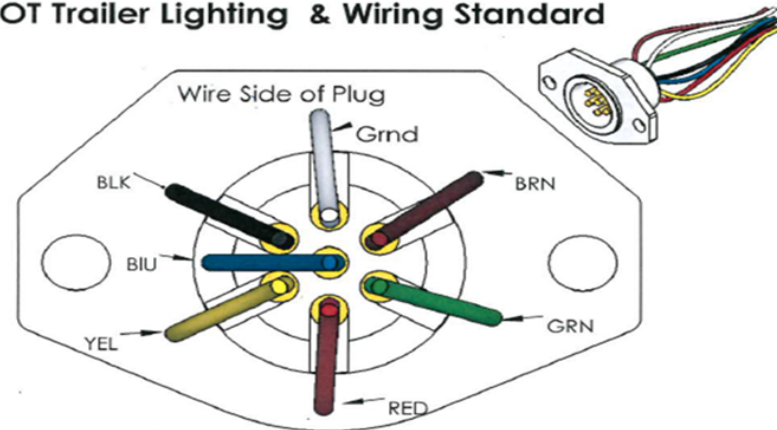
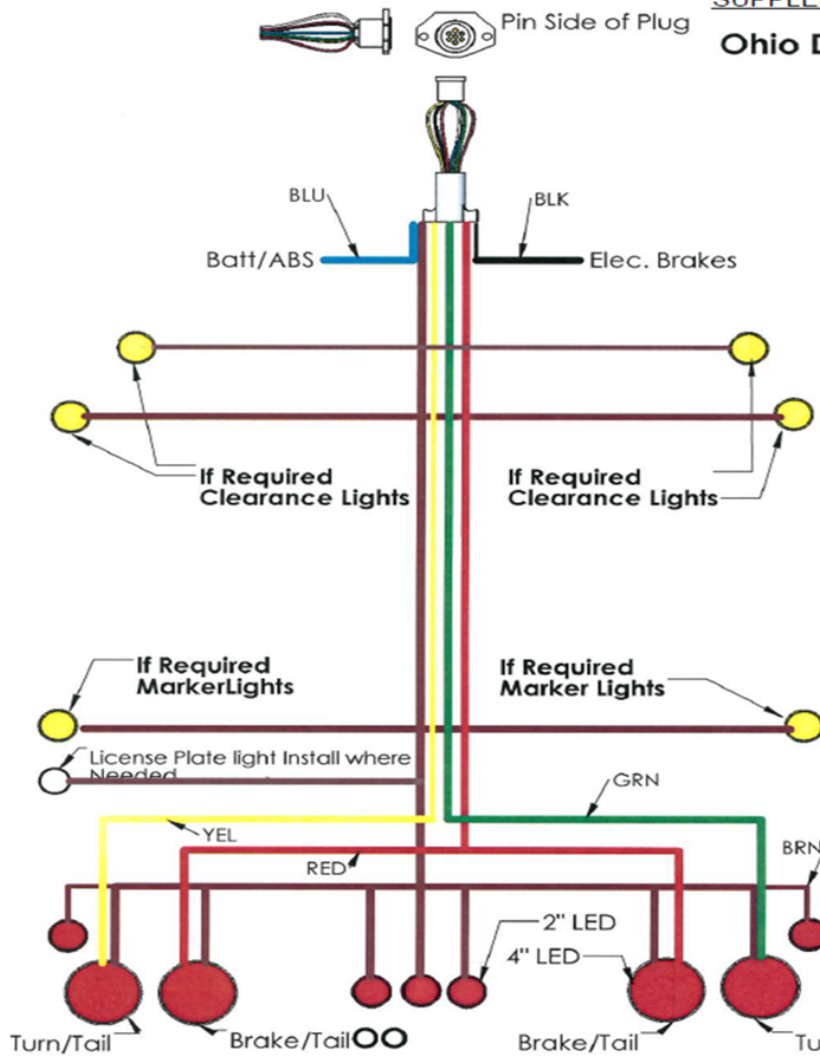
## **6 - AMENDMENTS**

### **6.1 - SUMMARY OF AMENDMENTS**

Amendment Number	Effective Date	Description
3	08/25/23	This amendment is issued to advise that this contract will not be renewed beyond the current expiration date of 10/31/23. This contract will be rebid.
2	01/26/23	This amendment is issued to update the Build Out Schedule for items 20AT, 21AT, 22AT, 23AT, 24AT, 25AT, 26AT, 27AT, 28AT, 29AT, 30AT, 31AT, 32AT, 33AT, 36AT and 37AT, to note that the model year 2024 order window will open on 01/26/23.
1	11/01/22	This amendment is issued to update the Build Out schedule. Additionally, this amendment is to note that the ordering window for the MY24 of these vehicles is not yet open, but ordering entities can submit their orders to the Contractor.

SUPPLEMENT A

Ohio DOT Trailer Lighting & Wiring Standard



All Trucks and trailers

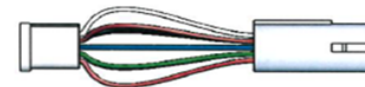
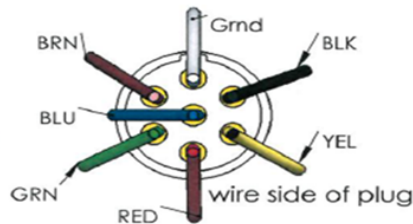
- White- Ground
- Brown- All Marker, Clearance, License plate and tail lights
- Green- Right Turn & possibly brake also
- Yellow- Left Turn & possibly brake also
- Red - Brake

Light Duty Tow Vehicles

- Black - Elec Brakes
- Blue - Ignition Controlled Battery Feed

Heavy duty Tow vehicle and trailers - Air brakes

- Black - Electric Brakes
- Blue - Trailer ABS Power (Ign controlled battery feed)



Rev 3  
8-2013



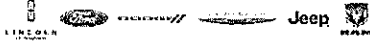
### BUILD OUT SCHEDULE

Amendment #	Amendment Date	Vehicle Description	Make/Model	Requisition Approval Date	Order to Dealer Date	Dealer Order Cut Off Date	Price Protection (Yes/No)
1	11/01/22	ITEM #14AT, PICKUP FULL SIZE 6,100 LB 2WD REG CAB LONG BED	Chevrolet Silverado 1500 CC10903 MY2023			10/18/22	Yes
1	11/01/22	ITEM #15AT, PICKUP FULL SIZE 6,300 LB 4WD REG CAB LONG BED	Chevrolet Silverado 1500 CK10903 MY2023			10/18/22	Yes
1	11/01/22	ITEM #16AT, PICKUP FULL SIZE 6,200 LB 2WD EXT CAB SHORT BED	Chevrolet Silverado 1500 CC10753 MY2023			10/18/22	Yes
1	11/01/22	ITEM #17AT, PICKUP FULL SIZE 6,400 LB 4WD EXT CAB SHORT BED	Chevrolet Silverado 1500 CK10753 MY2023			10/18/22	Yes
1	11/01/22	ITEM #18AT, PICKUP FULL SIZE 6,200 LB 2WD CREW CAB SHORT BED	Chevrolet Silverado 1500 CC10543 MY2023			10/18/22	Yes
1	11/01/22	ITEM #19AT, PICKUP FULL SIZE 6,400 LB 4WD CREW CAB SHORT BED	Chevrolet Silverado 1500 CK10543 MY2023			10/18/22	Yes
2	01/26/23	ITEM #20AT, PICKUP FULL SIZE 8,500 LB 2WD REG CAB LONG BED	Chevrolet Silverado 2500HD CC20903 MY2023			10/18/22	Yes
2	01/26/23	ITEM #21AT, PICKUP FULL SIZE 8,500 LB 4WD REG CAB LONG BED	Chevrolet Silverado 2500HD CK20903 MY2023			10/18/22	Yes
2	01/26/23	ITEM #22AT, PICKUP FULL SIZE 8,500 LB 2WD EXT CAB SHORT BED	Chevrolet Silverado 2500HD CC20753 MY2023			10/18/22	Yes
2	01/26/23	ITEM #23AT, PICKUP FULL SIZE 8,500 LB 4WD EXT CAB SHORT BED	Chevrolet Silverado 2500HD CK20753 MY2023			10/18/22	Yes
2	01/26/23	ITEM #24AT, PICKUP FULL SIZE 8,500 LB 2WD CREW CAB SHORT BED	Chevrolet Silverado 2500HD CC20743 MY2023			10/18/22	Yes
2	01/26/23	ITEM #25AT, PICKUP FULL SIZE 8,500 LB 4WD CREW CAB SHORT BED	Chevrolet Silverado 2500HD CK20743 MY2023			10/18/22	Yes
2	01/26/23	ITEM #26AT, PICKUP FULL SIZE 12,800 LB 2WD REG CAB LONG BED DRW	Chevrolet Silverado 3500HD CC30903 MY2023			10/18/22	Yes
2	01/26/23	ITEM #27AT, PICKUP FULL SIZE 12,800 LB 4WD REG CAB LONG BED DRW	Chevrolet Silverado 3500HD CK30903 MY2023			10/18/22	Yes

**BUILD OUT SCHEDULE (continued)**

Amendment #	Amendment Date	Vehicle Description	Make/Model	Requisition Approval Date	Order to Dealer Date	Dealer Order Cut Off Date	Price Protection (Yes/No)
2	01/26/23	ITEM #28AT, PICKUP FULL SIZE 12,800 LB 2WD EXT CAB LONG BED DRW	Chevrolet Silverado 3500HD CC30953 MY2023			10/18/22	Yes
2	01/26/23	ITEM #29AT, PICKUP FULL SIZE 12,800 LB 4WD EXT CAB LONG BED DRW	Chevrolet Silverado 3500HD CK30953 MY2023			10/18/22	Yes
2	01/26/23	ITEM #30AT, PICKUP FULL SIZE 12,800 LB 2WD CREW CAB LONG BED DRW	Chevrolet Silverado 3500HD CC30943 MY2023			10/18/22	Yes
2	01/26/23	ITEM #31AT, PICKUP FULL SIZE 12,800 LB 4WD CREW CAB LONG BED DRW	Chevrolet Silverado 3500HD CK30943 MY2023			10/18/22	Yes
2	01/26/23	ITEM #32AT, CAB & CHASSIS 12,800 LB 2WD REG CAB DRW	Chevrolet Silverado 3500HD CC31003 MY2023			10/18/22	Yes
2	01/26/23	ITEM #33AT, CAB & CHASSIS 12,800 LB 4WD REG CAB DRW	Chevrolet Silverado 3500HD CK31003 MY2023			10/18/22	Yes
2	01/26/23	ITEM #36AT, CAB & CHASSIS 12,800 LB 2WD CREW CAB DRW	Chevrolet Silverado 3500HD CC31043 MY2023			10/18/22	Yes
2	01/26/23	ITEM #37AT, CAB & CHASSIS 12,800 LB 4WD CREW CAB DRW	Chevrolet Silverado 3500HD CK31043 MY2023			10/18/22	Yes

Key
Requisition Approval Date - Last day to have requisitions submitted, approved by ordering agency, and routed for central approval.
Order to Dealer Date - Last day to submit Purchase Orders to the dealer.
Dealer Order Cut Off Date - Last day dealer can submit order to manufacturer.
Price Protection - Model Year 2024 is available at Model Year 2023 contract pricing.



Customer Number: 361306

**RETAIL PURCHASE AGREEMENT (BUYERS ORDER)**

Deal Number: 620013

Purchaser's Name(s): FAIRFIELD COUNTY COMMISSIONERS

Date: 02/14/24

Address: 210 E MAIN ST LANCASTER OH 43130

County: FAIRFIELD

Home Telephone: 740/652-7059

Work Telephone: 740/808-3235

DOB: \_\_\_\_\_

E-mail Address: tony.vogel@fairfieldcountyohio.gov

Vehicle I.D.#: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

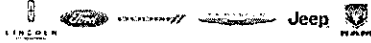
YEAR <b>2024</b>	MAKE <b>RAM</b>	MODEL <b>1500</b>	COLOR <b>PW7 Bright Whi</b>	STOCK NO. <b>C31836</b>			
SERIAL NO. <b>1C6SRFMT9RN207628</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>1</b>		SALESPERSON <b>DANIEL A SAIN</b>			
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER					
<b>WARRANTY STATEMENT</b>				<b>CASH PRICE OF VEHICLE</b>			
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. <b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <b>TRADUCCIÓN ESPAÑOLA: VEA EL DORSO.</b></p> <p><input type="checkbox"/> We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any Implied warranties apply for the duration of the Limited Warranty.</p>				<b>52508.00</b>			
				<b>OTHER GOODS/SERVICES</b>			
				<b>N/A</b>			
				<b>N/A</b>			
				<b>N/A</b>			
				<b>N/A</b>			
<b>TRADE-IN VEHICLE (1) INFORMATION</b>				<b>TOTAL SELLING PRICE</b>			
Year:	Make:	Model:	Color:	<b>52508.00</b>			
Serial No:		Odometer Reading: <input type="checkbox"/> Not Accurate		<b>LESS: TRADE-IN ALLOWANCE(S)</b>			
Trade-In (1) Allowance: \$ <b>N/A</b>		Balance Owed & Lienholder: \$ <b>N/A</b>		<b>N/A</b>			
		Negative Equity*: \$ <b>N/A</b>					
<b>TRADE-IN VEHICLE (2) INFORMATION</b>				<b>SUBTOTAL</b>			
Year:	Make:	Model:	Color:	<b>52508.00</b>			
Serial No:		Odometer Reading: <input type="checkbox"/> Not Accurate		<b>TAXABLE PRICE \$</b>			
Trade-In (1) Allowance: \$ <b>N/A</b>		Balance Owed & Lienholder: \$ <b>N/A</b>		<b>SALES TAX <u>N/A</u> % FAIRFIELD</b>			
		Negative Equity*: \$ <b>N/A</b>		<b>N/A</b>			
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> PARTIAL PAYMENT: The sum of \$ <b>N/A</b> was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for <b>1</b> days.				<b>LIC/REG/TITLE FEES</b>			
<input checked="" type="checkbox"/> *NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).				<b>35.00</b>			
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				<b>Doc Fee</b>			
<input type="checkbox"/> IF MARKED, PLEASE SEE THE DELIVERY CONFIRMATION <input checked="" type="checkbox"/> IF MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL <input type="checkbox"/> IF MARKED, PLEASE SEE THE ARBITRATION AGREEMENT				<b>250.00</b>			
				<b>PLUS: BALANCE OWED ON TRADE-IN(S) (Includes any Negative Equity*)</b>			
				<b>N/A</b>			
				<b>TOTAL DUE</b>			
				<b>52793.00</b>			
				<b>LESS: DEPOSIT/PARTIAL PAYMENT</b>			
				<b>N/A</b>			
				<b>52793.00</b>			

Waiver of Jury Trial: The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser.

The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser \_\_\_\_\_

Accepted by Authorized Dealership Representative \_\_\_\_\_



Customer Number: 361306

**RETAIL PURCHASE AGREEMENT (BUYERS ORDER)**

Deal Number: 620014

Purchaser's Name(s): FAIRFIELD COUNTY COMMISSIONERS

Date: 02/14/24

Address: 210 E MAIN ST LANCASTER OH 43130

County: FAIRFIELD

Home Telephone: 740/652-7059 Work Telephone: 740/808-3235

DOB: \_\_\_\_\_

E-mail Address: tony.vogel@fairfieldcountyohio.gov Driver I.D.#: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR <b>2024</b>	MAKE <b>RAM</b>	MODEL <b>1500</b>	COLOR <b>PW7 Bright Whi</b>	STOCK NO. <b>C31835</b>			
SERIAL NO. <b>1C6SRFMT7RN207627</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>0</b>		SALESPERSON <b>DANIEL A SAIN</b>			
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER					
<b>WARRANTY STATEMENT</b>				<b>CASH PRICE OF VEHICLE</b>			
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. <b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. TRADUCCIÓN ESPAÑOLA: VEA EL DORSO.</p> <p><input type="checkbox"/> We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>				<b>52508.00</b>			
				<b>OTHER GOODS/SERVICES</b>			
				<b>N/A</b>			
				<b>N/A</b>			
				<b>N/A</b>			
				<b>N/A</b>			
<b>TRADE-IN VEHICLE (1) INFORMATION</b>				<b>TOTAL SELLING PRICE</b>			
Year: _____	Make: _____	Model: _____	Color: _____	<b>52508.00</b>			
Serial No: _____		Odometer Reading: <input type="checkbox"/> Not Accurate		<b>LESS: TRADE-IN ALLOWANCE(S)</b>			
Trade-In (1) Allowance: \$ <b>N/A</b>		Balance Owed & Lienholder: \$ <b>N/A</b>		<b>N/A</b>			
		Negative Equity*: \$ <b>N/A</b>					
<b>TRADE-IN VEHICLE (2) INFORMATION</b>				<b>SUBTOTAL</b>			
Year: _____	Make: _____	Model: _____	Color: _____	<b>52508.00</b>			
Serial No: _____		Odometer Reading: <input type="checkbox"/> Not Accurate		<b>TAXABLE PRICE \$</b>			
Trade-In (1) Allowance: \$ <b>N/A</b>		Balance Owed & Lienholder: \$ <b>N/A</b>		<b>SALES TAX <u>N/A</u> % FAIRFIELD</b>			
		Negative Equity*: \$ <b>N/A</b>		<b>N/A</b>			
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> PARTIAL PAYMENT: The sum of \$ <u>N/A</u> was received from you as a Deposit/Partial Payment. It is <u>not</u> refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for <u>1</u> days.				<b>LIC/REG/TITLE FEES</b>			
<input checked="" type="checkbox"/> <b>*NEGATIVE EQUITY:</b> You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).				<b>35.00</b>			
<input checked="" type="checkbox"/> <b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				<b>DOCUMENTATION FEE</b>			
<input type="checkbox"/> IF MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				<b>250.00</b>			
<input checked="" type="checkbox"/> IF MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL				<b>PLUS: BALANCE OWED ON TRADE-IN(S) (Includes any Negative Equity*)</b>			
<input type="checkbox"/> IF MARKED, PLEASE SEE THE ARBITRATION AGREEMENT				<b>N/A</b>			
				<b>TOTAL DUE</b>			
				<b>52793.00</b>			
				<b>LESS: DEPOSIT/PARTIAL PAYMENT</b>			
				<b>N/A</b>			
				<b>52793.00</b>			

Waiver of Jury Trial: The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser.

The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser \_\_\_\_\_

Accepted by Authorized Dealership Representative \_\_\_\_\_



46767 STATE ROUTE 18  
WELLINGTON, OH 440909265

DEAL# 7299  
CUST# 868178

DATE 08/29/2023  NEW  USED  RENTAL  DEMO FEDERAL IDENTIFICATION NO. \_\_\_\_\_  
 PURCHASER'S NAME FAIRFIELD COUNTY COMMISSIONERS PHONE 740-652-7121  
 ADDRESS 210 EAST MAIN ST (Title At) LANCASTER (City) OH (State) 43130 (Zip) (County)  
 The Undersigned Purchaser hereby orders from Valley Chevrolet, Inc. ONE (Quantity) motor vehicle(s) together with (Quantity) the equipment below set forth (which motor vehicle(s) and equipment are hereinafter called "said vehicle(s)") to be delivered on or about 08/29/2023 according to the following applications, terms and conditions:

ARBITRATION I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X _____	Stock No.	Yr	Mfg.	Type	VIN	MILEAGE ON TRADE-IN	ACCURATE <input type="checkbox"/>	NOT ACCURATE <input checked="" type="checkbox"/>
		<u>T24063</u>	<u>2024</u>	<u>CHEVROLET</u>	<u>SILVERADO 15</u>	<u>1GCRDAEK4RZ103149</u>		
								<u>53010.00</u>
								N/A
								N/A
								N/A
								N/A

**THE BUYER DOES NOT INTEND TO EQUIP THIS VEHICLE FOR USE AS A TRACTOR OR INCREASE ITS RATING ABOVE 33,000# GVW.**

ODOMETER MILEAGE ON VEHICLE BEING PURCHASED 2  ODOMETER MILEAGE IS ACCURATE  ODOMETER MILEAGE IS NOT ACCURATE

SOLD "AS IS" <input type="checkbox"/> I hereby make this purchase and accept this Used Vehicle knowingly without any warranty whatsoever, expressed or implied by your Co. or its Agents.	DEPOSIT RECEIPT Purchaser hereby provides to the Dealer the sum of \$ <u>N/A</u> as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit.	NEGATIVE EQUITY I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ <u>N/A</u> of negative equity from my trade-in be included in the cash price of the vehicle.	DOCUMENT FEES	N/A
Customer's Signature _____	X _____	X _____	SUB TOTAL	53010.00
			FEDERAL EXCISE TAX	N/A
			TOTAL SELLING PRICE	53010.00
			EXTENDED SERVICE CONTRACT	N/A
			SALES TAX	N/A
			30 DAY TAG AND TITLE FEES	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			TOTAL CASH DELIVERED PRICE	53010.00

**NON-REFUNDABLE CASH DEPOSIT SUBMITTED WITH ORDER.**

N/A

N/A

N/A

NO. OF TRADES	DESCRIPTION OF TRADE-IN(S)	SEE ATTACHED LIST <input type="checkbox"/>	NEGATIVE EQUITY:	N/A
MAKE	YEAR	MODEL	TYPE	SERIAL NO.
N/A	N/A	N/A	N/A	N/A

**DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY?**  YES  NO

In conjunction with clause number 1 on the rear of this agreement, cancellation purchaser may cancel this order only on written notice from purchaser and only if seller is able to cancel said order with the manufacturer and receives confirmation of said cancellation from the manufacturer. Upon any cancellation or failure to accept delivery purchaser shall pay seller reasonable and proper cancellation charges and expenses.

TOTAL CREDIT	N/A
BALANCE DUE	53010.00

(Customer Signature) \_\_\_\_\_  
 Seller shall also have a security interest in the proceeds of any insurance policy required or purchased in conjunction with this agreement and/or any unearned premiums of such policies. If the purchase of the motor vehicle described hereon is to be financed all disclosures required by Revised Regulation Z, Truth-in-Lending Simplification Act, will be made by the lending institution (creditor) to the purchase at the time purchaser is to be contractually obligated on the credit transaction.

**NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER** and all terms of the agreement are printed or written front and back. I understand this order requires the acceptance of the dealer or his authorized agent.

The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of a copy of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.

The information you see on the window form of this vehicle is part of this contract. The information on the window form overrides any contrary provisions in the contract of sale.

Not binding unless accepted by seller and credit is approved, if applicable, by financial institution. This motor vehicle contract executed this August day of 29th 2023

**TIM WALICK** (Sales Representative) \_\_\_\_\_ (Signed) X \_\_\_\_\_ (Purchaser/Firm)

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER. BY \_\_\_\_\_ (Signature of Officer, Partner or Owner, with Title)

Warranty received and explained in its entirety.  
 Date N/A Signed N/A



46767 STATE ROUTE 18  
WELLINGTON, OH 440909265

DEAL# 7300  
CUST# 868178

DATE 08/29/2023  NEW  USED  RENTAL  DEMO FEDERAL IDENTIFICATION NO. \_\_\_\_\_  
 PURCHASER'S NAME FAIRFIELD COUNTY COMMISSIONERS (Title as Above) PHONE 740-652-7121  
 ADDRESS 210 EAST MAIN ST LANCASTER OH 43130  
 (Title At) (Street) (City) (State) (Zip) (County)  
 The Undersigned Purchaser hereby orders from Valley Chevrolet, Inc. ONE (Quantity) motor vehicle(s) together with (Quantity) the equipment below set forth (which motor vehicle(s) and equipment are hereinafter called "said vehicle(s)") to be delivered on or about 08/29/2023 according to the following applications, terms and conditions:

ARBITRATION I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. <input checked="" type="checkbox"/>	Stock No.	Yr	Mfg.	Type	VIN	MILEAGE ON TRADE-IN	ACCURATE	NOT ACCURATE
		<u>T24064</u>	<u>2024</u>	<u>CHEVROLET</u>	<u>SILVERADO 15</u>	<u>1GCRDAEK4RZ109095</u>		<input type="checkbox"/>
								<u>53010.00</u>
								<u>N/A</u>
								<u>N/A</u>
								<u>N/A</u>
								<u>N/A</u>

**THE BUYER DOES NOT INTEND TO EQUIP THIS VEHICLE FOR USE AS A TRACTOR OR INCREASE ITS RATING ABOVE 33,000# GVW.**

ODOMETER MILEAGE ON VEHICLE BEING PURCHASED 2  ODOMETER MILEAGE IS ACCURATE  ODOMETER MILEAGE IS NOT ACCURATE

SOLD "AS IS" <input type="checkbox"/> I hereby make this purchase and accept this Used Vehicle knowingly without any warranty whatsoever, expressed or implied by your Co. or its Agents. Customer's Signature _____	DEPOSIT RECEIPT Purchaser hereby provides to the Dealer the sum of \$ <u>N/A</u> as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit. <input checked="" type="checkbox"/>	NEGATIVE EQUITY I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ <u>N/A</u> of negative equity from my trade-in be included in the cash price of the vehicle. <input checked="" type="checkbox"/>	DOCUMENT FEES	N/A
			SUB TOTAL	<u>53010.00</u>
			FEDERAL EXCISE TAX	<u>N/A</u>
			TOTAL SELLING PRICE	<u>53010.00</u>
			EXTENDED SERVICE CONTRACT	<u>N/A</u>
			SALES TAX	<u>N/A</u>
			30 DAY TAG AND TITLE FEES	<u>N/A</u>
				<u>N/A</u>
				<u>N/A</u>
				<u>N/A</u>
			TOTAL CASH DELIVERED PRICE	<u>53010.00</u>

**NON-REFUNDABLE CASH DEPOSIT SUBMITTED WITH ORDER.**

N/A N/A

N/A N/A

N/A N/A

NO. OF TRADES	DESCRIPTION OF TRADE-IN(S)	<input type="checkbox"/> SEE ATTACHED LIST	NEGATIVE EQUITY:	N/A
MAKE	YEAR	MODEL	TYPE	SERIAL NO.
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			ALLOWANCE FOR USED TRUCK TRADE-IN AS CASH TO BE PAID AT TIME OF DELIVERY	<u>N/A</u>

In conjunction with clause number 1 on the rear of this agreement, cancellation purchaser may cancel this order only on written notice from purchaser and only if seller is able to cancel said order with the manufacturer and receives confirmation of said cancellation from the manufacturer. Upon any cancellation or failure to accept delivery purchaser shall pay seller reasonable and proper cancellation charges and expenses.

TOTAL CREDIT	<u>N/A</u>
BALANCE DUE	<u>53010.00</u>

(Customer Signature) \_\_\_\_\_  
 Seller shall also have a security interest in the proceeds of any insurance policy required or purchased in conjunction with this agreement and/or any unearned premiums of such policies. If the purchase of the motor vehicle described hereon is to be financed all disclosures required by Revised Regulation Z, Truth-in-Lending Simplification Act, will be made by the lending institution (creditor) to the purchase at the time purchaser is to be contractually obligated on the credit transaction.  
**NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER** and all terms of the agreement are printed or written front and back. I understand this order requires the acceptance of the dealer or his authorized agent.

The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of a copy of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.  
 The information you see on the window form of this vehicle is part of this contract. The information on the window form overrides any contrary provisions in the contract of sale.  
 Not binding unless accepted by seller and credit is approved, if applicable, by financial institution. This motor vehicle contract is executed this August day of 29th 2023

**TIM WALICK**  
 (Sales Representative)  
 THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.  
 BY \_\_\_\_\_  
 TITLE F&I MANAGER 23  
 (SEE REVERSE)

(Signed)   
 (Purchaser/Firm)  
 By FAIRFIELD COUNTY COMMISSIONERS  
 (Signature of Officer, Partner or Owner, with Title)  
 Warrantly received and explained in its entirety.  
 Date N/A Signed N/A

Prosecutor's Approval Page

Resolution No.

A resolution authorizing Utilities to purchase two work trucks from Bob Boyd Dodge  
(Fairfield County Utilities Department)

Approved as to form on 2/14/2024 4:24:09 PM by Amy Brown-Thompson,



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



Signature Page

Resolution No. 2024-03.05.s

A Resolution Authorizing Utilities to Purchase Two Work Trucks from Bob Boyd Dodge

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

**WHEREAS,** departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

**WHEREAS,** the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of March 7, 2024; and

---

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

---

**Section 1.** That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance  
cc: Finance Office

**INVOICES BY DEPARTMENT**

03/07/2024 to 03/07/2024

**Department**

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1200</b>			<b>COMMISSIONERS ADMIN</b>						
			<b>Fund: 2876 - FISCAL RECOVERY (ARP)</b>						
5395583	03/07/2024	4623	VILLAGE OF BALTIMORE	2/27/24	02/22/2024	23004231	C0305	subgrant agreement for Baltimore Water project	108,364.50
							<b>TOTAL: COMMISSIONERS ADMIN</b>		<b>108,364.50</b>

**INVOICES BY DEPARTMENT**

03/07/2024 to 03/07/2024

**Department**

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
---------	------------	----------	-------------	-----------	--------------	------	---------	-----------------------	--------

Summary Total for this report: **\$108,364.50**

\_\_\_\_\_  
Commissioner Steven A. Davis

\_\_\_\_\_  
Commissioner Jeffrey M. Fix

\_\_\_\_\_  
Commissioner David L. Levacy

\_\_\_\_\_  
Date

Signature Page

Resolution No. 2024-03.05.t

A Resolution Authorizing the Approval of Payment of Invoices for Departments that  
Need Board of Commissioners' Approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**HANDOUTS PROVIDED  
BY THE PUBLIC  
DURING THE  
PUBLIC COMMENT  
SECTION OF THE  
MEETING ARE  
CONTAINED  
HEREAFTER**



# Green Deindustrialization Comes to America

From: Energy Bad Boys (energybadboys@substack.com)

To: pymer1010@aol.com

Date: Saturday, March 2, 2024 at 05:00 AM EST

[View in browser](#)

## Green Deindustrialization Comes to America

Play Stupid Games, Win(d and solar) Stupid Prizes

ISAAC ORR AND MITCH ROLLING

MAR 2

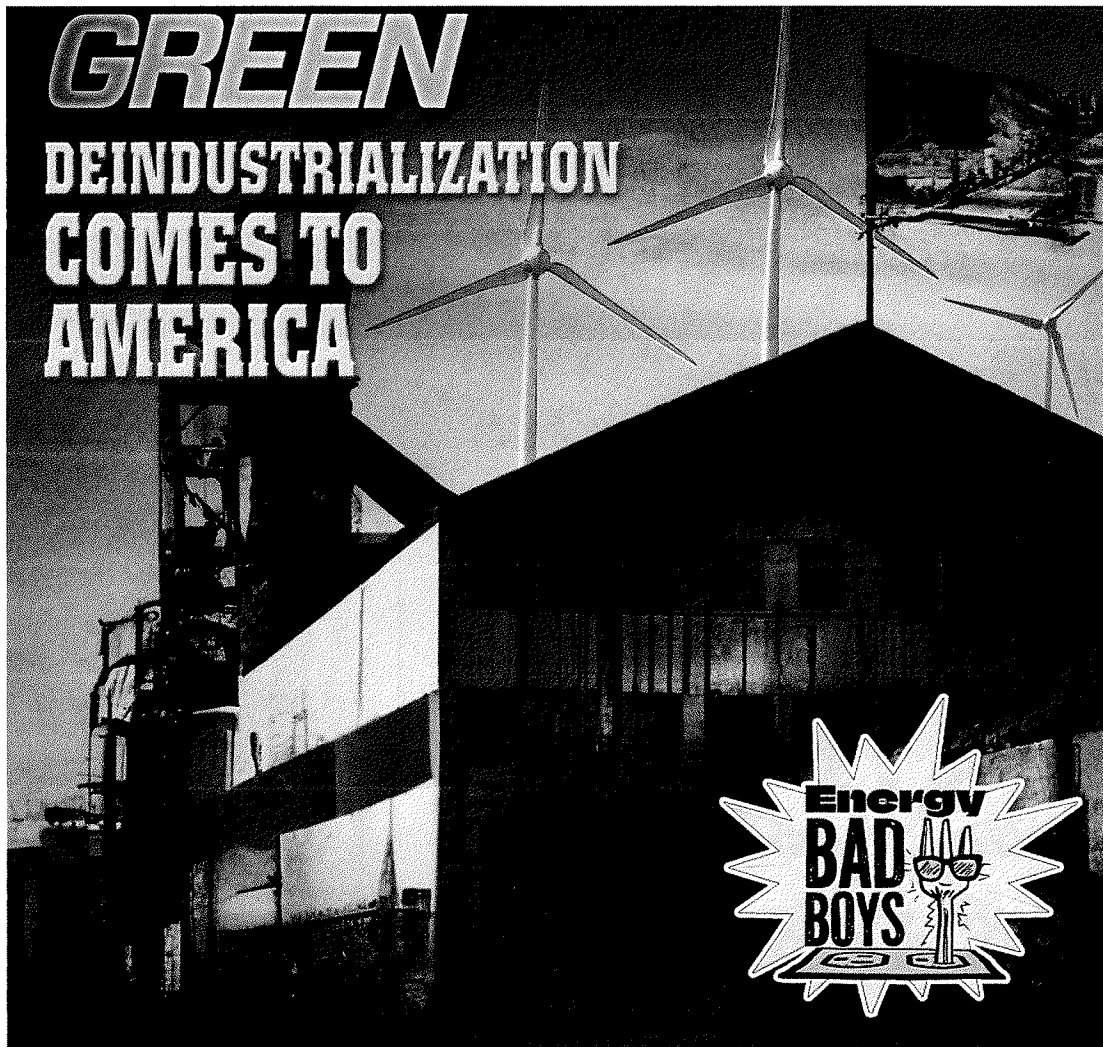


READ IN APP ↗

A growing number of [articles](#) have detailed how soaring energy prices are crippling heavy industry in [Germany](#) and several [other European countries](#). The nascent deindustrialization of Europe stems from decades of bad energy policies mandating massive malinvestments in wind, solar, and Russian natural gas.

Unfortunately, some areas of the United States that have pursued similar energy policies—sans the Russian gas—are beginning to experience their own “green deindustrialization.” To make matters worse, rather than reevaluating these policies in light of the troubles in Europe, many U.S. policymakers are doubling down on the same failed policies that have brought us to this point in the first place.

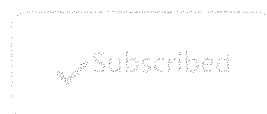




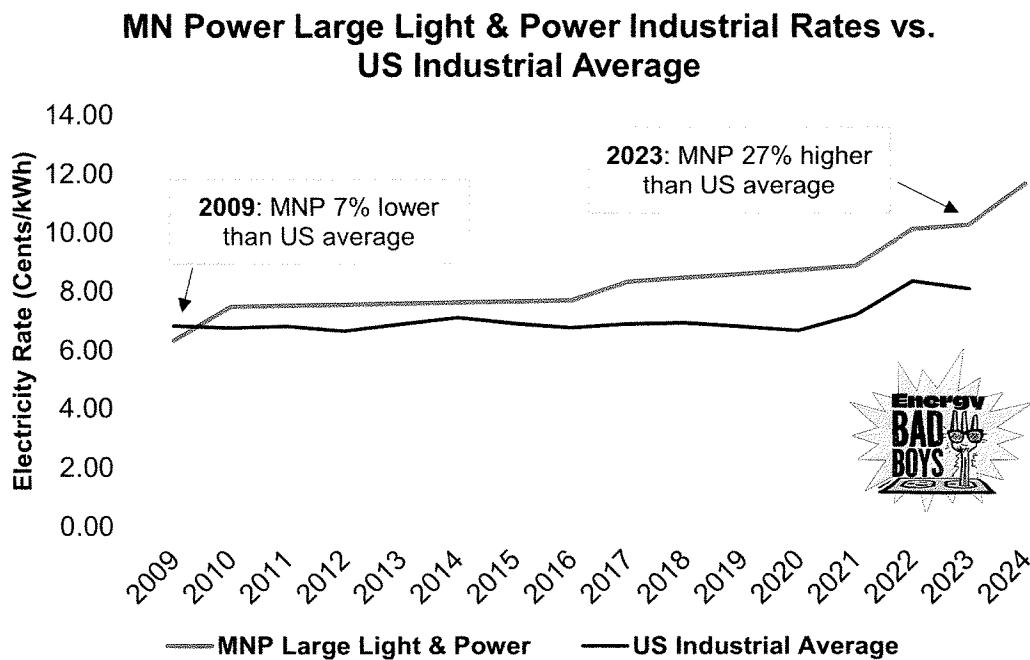
## End of the Line

For example, on Friday, March 1st, 2024, Indiana-based Metal Technologies Incorporated (MTI) announced it would be closing its Northern Foundry facility located in Hibbing, Minnesota—the hometown of Bob Dylan— due to the state's surging electricity costs. The Minneapolis-Star Tribune reports:

"Electricity cost is a major expense," MTI said in a news release. "Minnesota Power's repeated electricity rate increases ... mean Northern Foundry pays substantially more per kilowatt hour than MTI's other facilities."



From 2009 to 2023, Minnesota Power, the Investor-Owned Utility that served Northern Foundry, has increased electricity prices for industrial customers like the foundry by 62 percent, compared to the US average increase of only 18 percent, making it increasingly difficult for energy-intensive businesses to compete with firms in other states and countries with more rational energy policies.



Northern Foundry was the definition of an energy-intensive business. The firm used electric induction furnaces to melt ductile iron into parts used for the automotive, heavy truck, industrial, and recreational industries. When operating at full capacity, the facility consumed six megawatts (MW) of power, equivalent to the average consumption of 5,660 Minnesota homes.

In an average year, this facility would likely use more than 30,000 megawatt-hours (MWh) of electricity every year, and as rates have risen, the rising prices increased Northern Foundry's costs by an **estimated \$1.2 million, or about 27 percent of the company's payroll**. Ultimately, they saw the writing on the wall and closed up shop for good.



## "Green Energy" Kills Good Jobs

It seems we are constantly told that enacting "green energy" policies will create a panacea of good-paying jobs, but the Energy Bad Boys have been warning for years that Minnesota's mandates for unreliable wind and solar would drive up costs and destroy thousands of the high-paying jobs we already have.

It was only a matter of time before these warnings became a reality.

Share

The closure of Northern Foundry means 91 people no longer have jobs. These jobs were also union jobs, as the employees at the facility were members of the United Steelworkers Union. The average annual pay for employees was around \$48,900, with opportunities for overtime, healthcare benefits including dental and vision, 401k contributions, and even a match for 529 college savings plans, so workers could save money and invest it to pay for their children's educations.

While \$48,900 may not seem like much for people living in urban areas, in Hibbing, this is a very good wage. The U.S. Census Bureau estimates the median household income in Hibbing is \$52,881, meaning one person

working at Northern Foundry was almost making as much as the average household in the area.

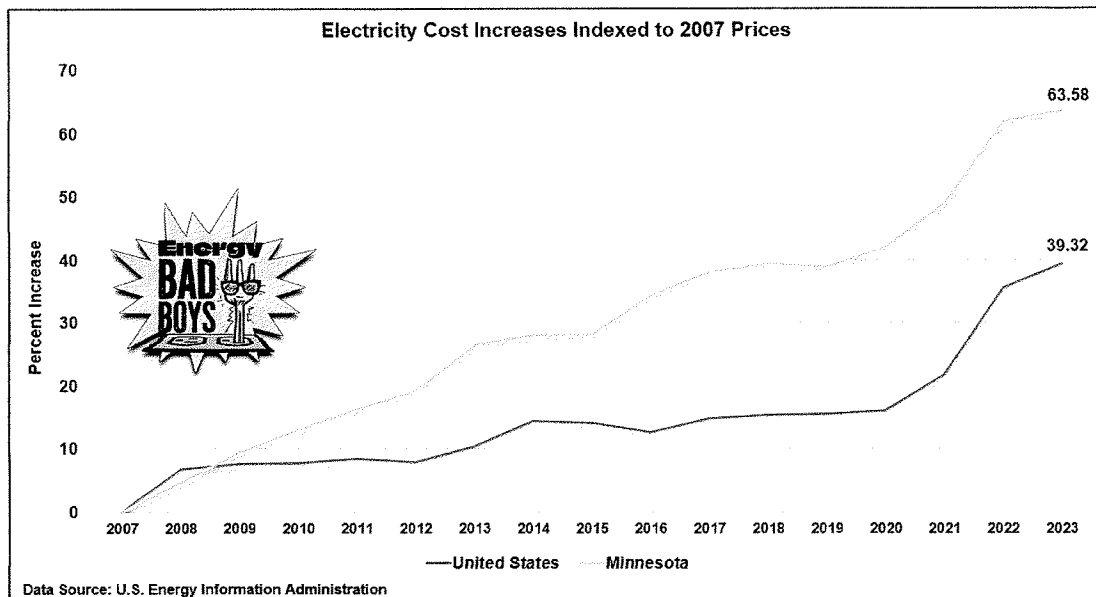
These are the kinds of jobs that are emblematic of the American Dream, where hard work allows everyday people to earn good wages, buy a house, and put their kids through school. Members of the American Left used to appreciate these jobs, but the energy policies they now champion are pricing them out of existence.

## Renewables Are Increasing Rates

In 2007, Minnesota became an early adopter in mandating the use of wind and solar on the state's electric grid, passing the Next Generation Energy Act (NGEA). This legislation mandated that 25 percent of Minnesota's electricity come from "renewable" resources by 2025, and it has caused electricity prices to soar.

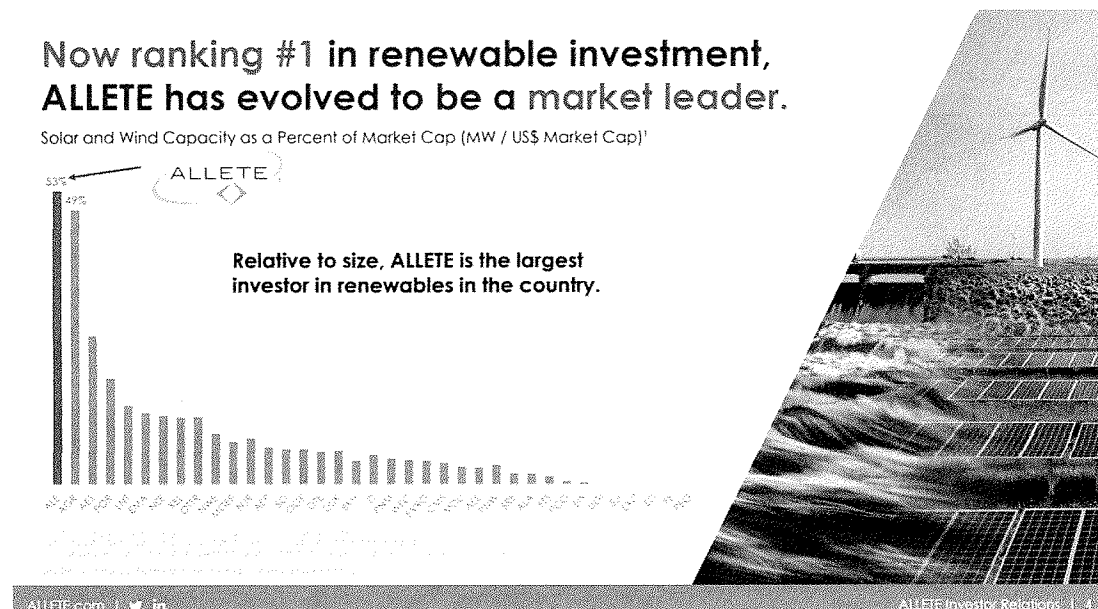
Share

For example, Minnesota's all-sectors electricity rates were once 18 percent below the national average in 2007, but since the NGEA was passed, Minnesota's electricity prices have increased 1.6 times faster than the national average, which you can see in the graph below.



While the NGEA was the initial catalyst for rising rates, IOUs in the state soon saw wind and solar as a way to bolster their corporate profits by building new infrastructure to put into their ratebase.

This is why companies like Xcel Energy and Allete Energy —the parent company for Minnesota Power— announced they would go above and beyond the mandates for renewable energy with their own company-wide pledges.



Unfortunately, these efforts were codified when Minnesota passed a 100 percent carbon-free electricity mandate by 2040 that did not lift the state’s ban on building new nuclear power plants. Now, Allele brags about how much money they spend on renewables in their shareholder documents:

“Our updated five-year capital expenditure plan of \$4.3 billion reflects the tremendous growth opportunities at Minnesota Power. We’ve added approximately \$1 billion to our previous plan, reflecting the significant investments in regulated renewable and transmission projects necessary to advance a clean-energy future and meet state carbon-free energy goals.

While nice for Minnesota Power’s shareholders, these renewable investments haven’t been very beneficial for its customers, as they are the primary drivers

behind recent price hikes at Minnesota Power and have led industrial companies like the Hibbing Northern Foundry to lay off 91 people.



As Minnesota Power stated in its 2023 rate increase request to the Minnesota Public Utilities Commission (MPUC), under the section “Description and need for interim rates”:

Minnesota Power has transformed its generation fleet and added other internal resources that will assist Minnesota Power in achieving the state of Minnesota’s new goal of providing 100 percent carbon-free electricity by 2040; modernizing its transmission grid to facilitate the delivery of renewable energy; and supporting enhanced customer offerings and conservation opportunities...

Overall, Minnesota Power requires interim rates due to changes in revenue and in its overall cost of providing reliable customer service while leading efforts toward decarbonization... Without interim rate relief, Minnesota Power would be unable to recover its reasonable costs of providing electric service to its customers, and would not have a reasonable opportunity to earn its authorized rate of return.

In 2021, Xcel Energy, the utility company with the most expensive electricity rates in the state, sang a similar tune in its request to raise electricity prices on customers:

Xcel Energy seeks authority to increase electric rates, through a three-year multiyear rate plan (MYRP), to reflect the cost of providing service to our customers, including an appropriate return on common equity... The MYRP we propose builds on the success of the 2016-2019 MYRP and will allow the Company to continue providing leadership on a number of key initiatives, including: (1) expanding our renewable energy portfolio and further transforming our generation fleet as we lead the clean energy transition; (2) creating an advanced distribution grid to better serve our





recently passed 100 percent-carbon free electricity mandate that will make heavy industry less viable in the future.

## The Rural-Urban Divide

The loss of Northern Foundry in Hibbing is emblematic of a growing urban-rural divide where the “green” policies enacted by affluent, liberal city folk undermine the economic viability of rural areas. Not only are rural residents expected to happily host the thousands of wind turbines and solar panels mandated onto the electric grid, but rural economies are also disproportionately harmed by rising energy prices due to the energy-intensive nature of their industries.

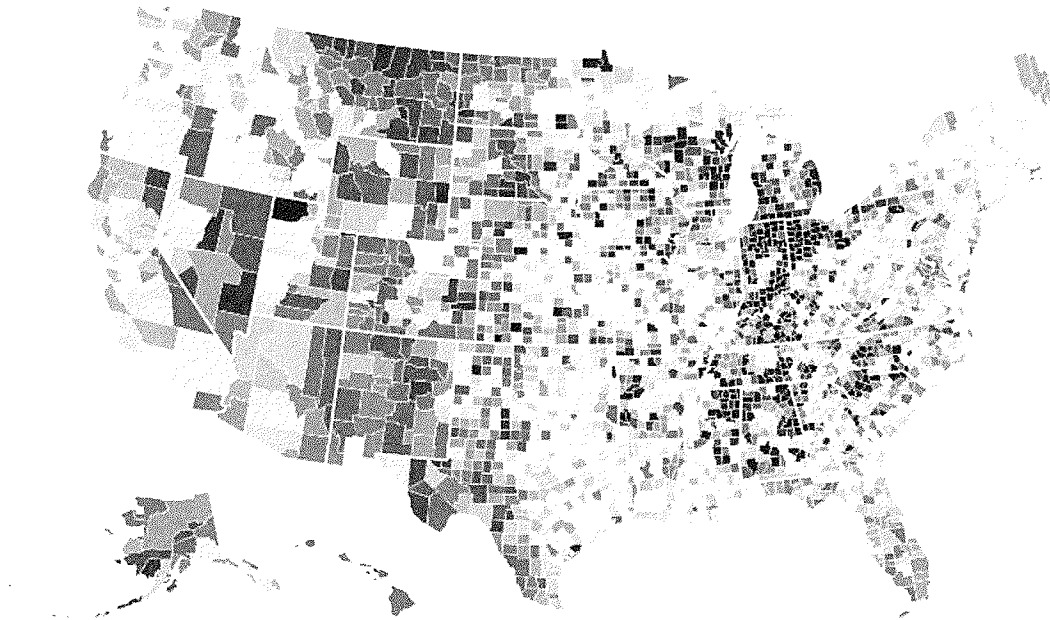
Share Energy Bad Boys

In the case of manufacturing jobs, urban areas of the United States have more manufacturing jobs overall, **but manufacturing jobs are often more important** to the economy in rural areas because one or two manufacturing firms can be the bedrock on which the rest of the economy in rural communities is built. If these jobs go away, the ripple effects on the rest of the community are significant, as people have less money to support local grocery stores, bakeries, hospitals, and schools.

The map below from **Jeremy Ney** uses U.S. Census data to show the percentage of people employed in manufacturing in each county in the United States. Blue areas have a smaller portion of their population in the industry, and red areas have more people working in it.

## Manufacturing jobs no longer provide the path to opportunity they once did, but many communities still center around this work

Pct employed in manufacturing  
0% 10% 23%



2022 - Manufacturing-dependent counties are those with 23% or more of average annual earnings derived from manufacturing or 15% of total employment during

Map: Jeremy Ney @AMERICANINEQUALITY • Source: USDA • Created with Datawrapper

In states with high amounts of manufacturing, like Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin, you'll often see lighter colors near the population centers in Chicago, Indianapolis, Lansing, Minneapolis/St. Paul, Columbus, and Madison, as jobs in the service industry are more prevalent.

The residents of these areas also tend to more strongly favor mandating expensive wind and solar facilities because they have higher wages and can afford the “green premium” they pay to feel good about their choices, and they are less reliant on energy-intensive industries for their livelihoods, which means it won't be **their job** that disappears because of these policies.

## Conclusion

We should all be grateful that Metal Technologies has said the quiet part out loud: rising electricity prices are already causing heavy industry to rethink their investments in high-cost states.

Other companies are likely running the numbers and coming to similar conclusions, but they are not as willing to say the quiet part out loud due to concerns about Environmental, Social & Governance (ESG) impacts, which means they will quietly invest in lower-cost areas while communities like Hibbing suffer the consequences.

The saddest part about this entire situation is that it was entirely foreseeable and occurred largely because of the poor policy decisions made in the state. As a result, 91 families didn't need to learn that they'll soon be out of a job.

Hopefully, the loss of the Northern Foundry can serve as a warning sign to policymakers so they understand that enacting the same policies as Europe and expecting different results is a recipe for green deindustrialization.

**Please like, subscribe, and share this post so we can deindustrialize the wind and solar industrial complex!**

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