

**Regular Meeting #9 - 2023**  
**Fairfield County Commissioners' Office**  
**March 7, 2023**

**Review Meeting**

The Commissioners met at 7:00 p.m. Pleasantville Community Center located at 207 W. Columbus St., Pleasantville, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, and Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Jason Henderson, Bart Hampson, Corey Clark, Dan Blatter, Jon Kochis, Lisa Thomas, Judy Stemen, Ray Stemen, Dan Neeley, Elizabeth Moe, Sergeant Chris Walker, Marcy Fields, Jeremiah Upp, Steven Darnell, Rick Szabrak, Randy McGarvey, Frank Uhl, Barb Martin, Andrea George, Amanda Wagner, Janice Chapman, Daniel Blatter, Allen Turnbull, Lori Thielen, Adrian Harrison, Joe Coleman, Shella Rupa, Michael Brobst, Autumn Brobst, Brian Reid, Amanda Reid, John Hughes, Wayne Eaves, Julie Schnieder, Erskine McGee, Tim Pickett, Karla Pickett, Randy McGuire, Bob McCaskill, Paris Walker, Greg Hayes, and Kirk Washburn.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance and introduced the commissioners and additional staff. The commissioner explained the meeting proceedings and introduced Mayor Henderson. He also thanked Mayor Henderson and the Village of Pleasantville for hosting the meeting.

Mayor Henderson welcomed the Commissioners and everyone in attendance and thanked the Commissioners for holding their meeting in Pleasantville.

Commissioner Levacy stated it was good to be back in Pleasantville.

Commissioner Fix spoke about the purpose of the evening meetings and thanked everyone for attending.

**Update – South Licking Watershed Conservancy District (SLWCD)**

SLWCD Board Member, Daniel Blatter, provided a handout with updates regarding SLWCD. Mr. Blatter spoke on the district's boundaries and stated that funding was provided only by grants and various county donations. He continued by speaking on the Conservancy District's goals and spoke about Racoon Creek, the South Fork EMH&T study, hydraulic modeling, and flooding caused by waterway blockages.

Commissioner Levacy also spoke about the SLWCD and the work it does.

Commissioner Fix asked if removing blockages would reduce flooding or if there were other impending issues with the flooding.

Commissioner Davis thanked Mr. Blatter for his presentation.

**Public Comments**

Ray Stemen of Lancaster spoke about January 3, 2021, and prayed for the group attending.

Judy Stemen of Lancaster spoke about her many concerns regarding COVID.

Bob McCaskill from Canal Winchester stated he is the Business Manager of Local 423 and is also a pastor. He spoke about the 500 jobs that would be provided in the area to construct solar farms. He spoke about the Eastern Cottontail Solar project and stated that the project would also provide some long-term jobs.

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Andrea George of Pleasantville stated she would like the Commissioners to consider writing a resolution that would provide areas that would be exclusionary from solar projects. She spoke about her concerns regarding the effects on soil and home values.

Mike Brobst of Lancaster stated he is a member of Local 423 and stated that the Local pays a living wage, has benefits, and provides a pension. He stated he is an instructor for the Union and spoke about the Union safety protocols and training.

Kirk Washburn of Pleasantville said he recently attended a meeting with Citizens of Fairfield and stated he is attempting to gain more knowledge and information on solar farms. He thanked the Commissioners for also striving to gain as much information as possible. He stated that his fear is farmland will no longer be usable and has many additional concerns.

Frank Uhl from Lancaster provided his support for solar energy.

Kevin Elder of Pleasantville stated he has worked for 43 years and many of those with the Dept of Agriculture. He spoke about the water blockages that Mr. Blatter from SLWCD had spoken about earlier. Me. Elder stated he is not against solar energy but is against poor use of land. He added that tile that runs through solar farms is dramatically affected by the process. He continued by speaking about good construction and mitigation plans and stated that it takes 500 years to grow an inch of soil and that the land will not be usable farmland in 40 years if the solar farms are constructed.

Autumn Brobst reiterated that her husband, Mike Brobst, is a union laborer and spoke about the training that the Union provides. She stated she lives on a farm and shares concerns that others have regarding the farmland.

Commissioner Davis gave his appreciation for the comments and especially for the courtesy displayed by everyone in the room. He stated he is scheduled to speak with a representative of Open Road. He also stated that he has not heard from anyone regarding the Amanda project.

**Interview – ADAMH Board**

Upon Ms. Christina Marstiller's arrival, Commissioner Davis introduced the applicant for a position on the ADAMH Board.

Christina Marstiller stated her interests in being appointed to the ADAMH Board and spoke about her experience as a counselor and a therapist.

Commissioner Davis stated that he had reviewed her resume and thanked her for his willingness to serve. He added that it is a great time to join ADAMH due to their new projects.

Commissioner Levacy thanked Ms. Marstiller for her willingness to serve. He stated that the ADAMH Board requires a time commitment and asked if that would pose any issues.

Ms. Marstiller stated that she works in a private practice, and her schedule is flexible but could potentially have times when her practice takes precedence.

Commissioner Fix asked Ms. Marstiller to provide an example of when she had worked on a team and asked if she has previously served on an agency board.

Ms. Marstiller spoke about her team experience in her professional career and spoke about collaborative work she had been involved in while working in Pickaway County.

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ADAMH Director, Marcy Fields, spoke about the complexity of interviewing at a large public meeting and elaborated on the board and how they advocate.

Ms. Marstiller added that she has more than just experience to bring to the Board.

Marcy Fields spoke additionally on the importance of the ADAMH Board.

Commissioner Levacy made a motion to add a resolution to the evenings' agenda in order to appoint Ms. Marstiller. Commissioner Fix seconded the motion.

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

2023-03.07.z      A resolution to approve the appointment of Ms. Christina Marstiller to the Fairfield County ADAMH Board.

Roll call vote of the motion resulted as follows:

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

**County Administration Update**

**Week in Review**

*ARP Update*

County Administrator, Aundrea Cordle, stated that from the \$30,606,902 received as the first and second tranche of fiscal recovery funds, \$23.5M has been appropriated, \$11.6M expended, and \$4.2M encumbered or obligated.

*County Engineer Force Accounts*

County Engineer, Jeremiah Upp, shared that discussions are proceeding in a positive manner with changing the statutory language for force accounts. They are looking to move from a dollar amount limit to a scope of work limit. The scope of work concept establishes limits based on the physical characteristics of projects. Projects that fall within the scope of work can be performed by the county engineer using county employees and equipment. Projects that fall outside the scope of work must be performed by private contractors. This recently passed the House, and it is expected that further work on this issue will occur in the Senate. The Engineer's Association is fully engaged and working diligently on this and hope to end successfully.

*Personnel Policy Manual Updates*

Deputy County Administrator, Jeff Porter, shared the proposed changes to the personnel policy manual. A list of the proposed changes is provided in the minutes.

Commissioner Davis spoke briefly about his concerns regarding pre-employment drug testing.

*Governance Study for Public Transit*

Ms. Cordle provided the following information:

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The steering committee for the transit governance study will come together for their initial meeting on March 14, 2023, from 2 pm - 4 pm in the Commissioners' Hearing Room. This meeting will bring together transit stakeholders to begin the study to evaluate the future of public transit in Fairfield County. Thank you to all who confirmed their attendance.

Commissioner Davis spoke about the Public Transit meeting, who would be in attendance, transit issues, and the research being completed by the Commission. He stated that the main questions are, is Fairfield County hitting the policy, and should the structure of governance be transferred from the City to the County.

**Highlights of Resolutions**

*Administrative Approvals and Resolutions*

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 25 resolutions for the voting meeting. She provided the following resolution of note:

- A resolution approving the signing of an agreement relating to national opioid litigation.
- A resolution to authorize the establishment of a new fund and 2023 budget for the Brownfield Remediation Program Grant.
- A resolution establishing a truck engine brake noise reduction zone on a designated portion of Coonpath Rd.

**Recognition**

Ms. Cordle provided the following recognitions:

- County Auditor, Dr. Brown thanked Stacy Knight, Mapping Technician, for using her expert knowledge and collaborative spirit to de-escalate a situation with a resident who was eager to split a lot but had not completed all the necessary steps yet. She went the extra mile to help the resident connect with multiple entities and the resident's attorney in order to complete the steps properly and quickly.
- County Auditor, Dr. Brown shared that she received positive feedback regarding how user friendly the County Auditor webpages are.
- Tony Vogel thanked Angela Horn for her assistance in preparing the Utilities Bank Transfer resolution. She was able to guide me in appropriating the money and transferring it to a project fund. Her help was greatly appreciated.
- Tony Vogel also thanked Diana Liston for assisting Facilities in testing the water at the Public Safety Facility. Her expertise in water analysis is an asset to the county.
- Thank you to Greg and Michael in IT for their assistance at the Workforce Center

**Calendar Review/Invitations Received**

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



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- Fairfield County Housing Coalition, Thursday, March 9, 2023, 8:00 a.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- CCAO Regional Legislative Update, Monday, March 20, 2023, 10:00 a.m., Buckeye Lake Winery, 13750 Rosewood Rd. NE, Thornville
- Hocking College State of the College, March 30, 2023, 5:30 p.m., The Lodge at Hocking College, 15770 OH-691, Nelsonville
- Columbus Home Improvement Show, Ohio Exp Center – Kasich Hall, March 31-April 2, 2023, Columbus
- Retirement Party for Cathie Warner, March 24, 2023, 1:00 p.m., Clerk of Courts Office, 1st Floor
- Tiberio's Ribbon Cutting, March 9, 2023, 4:30 p.m., 416 N. Columbus St., Lancaster
- 2023 Annual Trade Show, Dinner & Awards Banquet, May 11, 2023, 4:30 p.m., William V. Fisher Catholic High School, 1803 Granville Pike, Lancaster
- Child Abuse Prevention Month Awareness Breakfast, April 12, 2023, 8:00 a.m., Life Church Vineyard, 5550 Lancaster-Newark Rd. NE, Pleasantville
- Fairfield County State of the Schools, March 30, 2023, 11:15 a.m., Stanbery Career Center, 345 E. Mulberry St., Lancaster
- Comprehensive Land Use Plan Update Meeting, March 13, 2023, 5:30 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- Bottoms Up Diaper Bank Event, March 14, 2023, 6:30 p.m., Connexion West, 625 Garfield Ave., Lancaster

**Correspondence**

Rochelle Menningen, reviewed the following correspondence:

- 2023 Chamber Awards Nominations Information, Nominations Deadline is April 2, 2023
- March News from Fairfield County Heritage Association
- Memo from the County Auditor, March 1, 2023, Subjects: January 2023 Residential & Agricultural Sales; New Community Authorities, The IRS W-4 Form; and Presentations for Ohio University, Rotary, ESC, DD, CCAO, CAAO, GFOA, and More
- Pickerington Senior Center March 2023 Newsletter
- Letters from Fairfield County Residents Regarding Solar Energy
- Fairfield County Health Department 2022 Annual Report
- Ohio Township News March/April 2023 Edition
- Lancaster Eagle-Gazette Article "Athletes of the Week", Featuring Michael Levacy and Millersport Boys Basketball
- Lancaster Eagle-Gazette Article "Aces of Trades: County Administrator Aundrea Cordle's Career Started in Broadcasting", Author Jeff Barron
- Fairfield County Municipal Court February 2023 Criminal/Traffic Division Fee Report

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*Jail Population*

Ms. Cordle stated that the jail population for February 28, 2023, was 252 with 20 of those being contracted placements, and for March 7, 2023, was 254 with 25 of those being contracted placements.

**Old Business**

Commissioner Davis spoke about how efficiently and expertly the county operates and commended Administrator Cordle for her dedication to the Commissioners and Fairfield County. He elaborated on her accomplishments and spoke about a *Lancaster Eagle Gazette* article featuring Ms. Cordle on March 6, 2023.

Commissioner Levacy spoke about the Liberty Township development meeting and emphasized the importance of maneuvering with the changes so that the County can benefit from the growth.

Commissioner Fix spoke on attending the Liberty Township Trustee meeting and thanked the Trustees for their proactive approach to the anticipated growth.

**Regular (Voting) Meeting**

The Commissioners met at 7:00 p.m. Pleasantville Community Center located at 207 W. Columbus St., Pleasantville, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis, Dave Levacy, and Jeff Fix. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Jason Henderson, Bart Hampson, Corey Clark, Dan Blatter, Jon Kochis, Lisa Thomas, Judy Stemen, Ray Stemen, Dan Neeley, Elizabeth Moe, Sergeant Chris Walker, Marcy Fields, Jeremiah Upp, Steven Darnell, Rick Szabrak, Randy McGarvey, Frank Uhl, Barb Martin, Andrea George, Amanda Wagner, Janice Chapman, Daniel Blatter, Allen Turnbull, Lori Thieken, Adrian Harrison, Joe Coleman, Shella Rupa, Michael Brobst, Autumn Brobst, Brian Reid, Amanda Reid, John Hughes, Wayne Eaves, Julie Schnieder, Erskine McGee, Tim Pickett, Karla Pickett, Randy McGuire, Bob McCaskill, Paris Walker, Greg Hayes, and Kirk Washburn.

**Pledge of Allegiance**

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

**Announcements**

There were no additional announcements.

**Approval of Regular Minutes for February 28, 2023**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the minutes for the Tuesday, February 28, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

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

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

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**Fairfield County Commissioners' Office**  
**March 7, 2023**

- 2023-03.07.a      A resolution to approve signing an agreement relating to Teva, Allergan, CVS, Walgreens, and Walmart as presented by legal counsel for national opioid litigation.
- 2023-03.07.b      A resolution to approve an account-to-account transfer into a major expenditure object category for Fund# 2788, Sub fund# 8258 FY2020 CDBG Allocation Grant
- 2023-03.07.c      A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2788, Sub fund# 8257 FY2020 CDBG CIP Grant.
- 2023-03.07.d      A resolution authorizing a fund-to-fund transfer for the 2nd half 2023 Allocation for Soil & Water
- 2023-03.07.e      A resolution authorizing a fund-to-fund transfer –General Fund # 1001 to Capital Improvement Fund # 3435
- 2023-03.07.f      A resolution authorizing fund to fund transfers from the General Fund # 1001 to: #4550, #4809, #4851, #4714, #4819, & #4878 for Debt Service Payments for 2023.
- 2023-03.07.g      A resolution to authorize the establishment of a new fund and 2023 Budget for the Brownfield Remediation Program Grant

Roll call vote of the motion resulted as follows:

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

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

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Clerk of Courts – Title Division:

- 2023-03.07.h      A resolution approving an account-to-account transfer in a major object expense category – Clerk of Courts Title Division

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Engineer**

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

- 2023-03.07.i      A resolution establishing a truck engine brake noise reduction zone on a designated portion of Coonpath Road (CR 31)
- 2023-03.07.j      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment.
- 2023-03.07.k      A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

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- 2023-03.07.l      A Resolution to Approve the Construction Drawings for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project.
- 2023-03.07.m      A resolution to approve an Agreement between Fairfield County and DLZ Ohio, Inc.
- 2023-03.07.n      A Resolution to Approve Advertising for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Family, Adult and Children First Council**

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

- 2023-03.07.o      A resolution to approve a reimbursement for Intensive Home-Based Therapy paid for by Fairfield County ADAMH as a memo expense receipt for fund# 7521 Family, Adult, and Children First Council
- 2023-03.07.p      A resolution regarding a memorandum of understanding between the Fairfield County Family, Adult and Children First Council and the Fairfield County ADAMH.
- 2023-03.07.q      A resolution regarding a memorandum of understanding between the Fairfield County Family, Adult and Children First Council and the Fairfield County ADAMH.

Roll call vote of the motion resulted as follows:

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

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

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

- 2023-03.07.r      A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Subpoena Service Plus.
- 2023-03.07.s      A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Muskingum County Adult and Child Protective Services.
- 2023-03.07.t      A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division.

Roll call vote of the motion resulted as follows:

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

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**Approval of Resolutions from Juvenile/Probate Court**

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

- 2023-03.07.u      A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2882 Annie E. Casey Fund
- 2023-03.07.v      A resolution approving an account-to-account transfer

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Regional Planning Commission**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Regional Planning Commission:

- 2023-03.07.w      A resolution to approve Conditional Acceptance of modification repairs to the storm water retention basin walls for protection from stream erosion and release the current performance bond provided just for the pond repairs. The storm water basin is located in reserve B of Spring Creek Section 3, Phase 2 subdivision in Violet Township and the county currently holds a performance bond for this section.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Utilities**

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

- 2023-03.07.x      A resolution of increasing appropriations, appropriate from unappropriated, and fund to fund transfer for Utilities Funds 5044, 5841 & 5854

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

- 2023-03.07.y      A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

**Adjournment**

Commissioner Davis reiterated his appreciation for the hospitality of Mayor Henderson and the Village of Pleasantville. He also thanked Sergeant Walker for attending the meeting and spoke about his support of the Sheriff's Office.





# A G E N D A

## BOARD OF COMMISSIONERS

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

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

**Tuesday, March 7, 2023**  
**7:00 p.m.**

### 1. Review

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

### 2. Welcome

### 3. Update - South Licking Watershed Conservancy District

### 4. Interview, ADAMH Board

Christina Marsteller

### 5. Public Comments

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

### 6. Legal Update

### 7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. Fairfield County Housing Coalition, Thursday, March 9, 2023, 8:00 a.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
  - ii. CCAO Regional Legislative Update, Monday, March 20, 2023, 10:00 a.m., Buckeye Lake Winery, 13750 Rosewood Rd. NE, Thornville
  - iii. Hocking College State of the College, March 30, 2023, 5:30 p.m., The Lodge at Hocking College, 15770 OH-691, Nelsonville
  - iv. Columbus Home Improvement Show, Ohio Exp Center – Kasich Hall, March 31-April 2, 2023, Columbus
  - v. Retirement Party for Cathie Warner, March 24, 2023, 1:00 p.m., Clerk of Courts Office, 1<sup>st</sup> Floor
  - vi. Tiberio's Ribbon Cutting, March 9, 2023, 4:30 p.m., 416 N. Columbus St., Lancaster

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



# AGENDA

## BOARD OF COMMISSIONERS

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

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

- vii. 2023 Annual Trade Show, Dinner & Awards Banquet, May 11, 2023, 4:30 p.m., William V. Fisher Catholic High School, 1803 Granville Pike, Lancaster
- viii. Child Abuse Prevention Month Awareness Breakfast, April 12, 2023, 8:00 a.m., Life Church Vineyard, 5550 Lancaster-Newark Rd. NE, Pleasantville
- ix. Fairfield County State of the Schools, March 30, 2023, 11:15 a.m., Stanbery Career Center, 345 E. Mulberry St., Lancaster
- x. Comprehensive Land Use Plan Update Meeting, March 13, 2023, 5:30 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- xi. Bottoms Up Diaper Bank Event, March 14, 2023, 6:30 p.m., Connexion West, 625 Garfield Ave., Lancaster

### f. Correspondence

- i. 2023 Chamber Awards Nominations Information, Nominations Deadline is April 2, 2023
- ii. March News from Fairfield County Heritage Association
- iii. Memo from the County Auditor, March 1, 2023, Subjects: January 2023 Residential & Agricultural Sales; New Community Authorities, The IRS W-4 Form; and Presentations for Ohio University, Rotary, ESC, DD, CCAO, CAAO, GFOA, and More
- iv. Pickerington Senior Center March 2023 Newsletter
- v. Letters from Fairfield County Residents Regarding Solar Energy
- vi. Fairfield County Health Department 2022 Annual Report
- vii. Ohio Township News March/April 2023 Edition
- viii. Lancaster Eagle-Gazette Article “Athletes of the Week”, Featuring Michael Levacy and Millersport Boys Basketball
- ix. Lancaster Eagle-Gazette Article “Aces of Trades: County Administrator Aundrea Cordle’s Career Started in Broadcasting”, Author Jeff Barron
- x. Fairfield County Municipal Court February 2023 Criminal/Traffic Division Fee Report

## 8. Old Business

## 9. New Business

## 10. Regular (Voting) Meeting

## 11. Adjourn

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ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
FEBRUARY 27, 2023 TO March 05, 2023

Fairfield County Commissioners

- AA.02.27-2023.a An Administrative Approval of a Subgrant Agreement with Bloom Carroll School District for Ohio Department of Development Brownfield Remediation Program Grant [Commissioners]
- AA.02.28-2023.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.03.01-2023.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$50,000 per invoice. [Commissioners]

Fairfield County Emergency Management Agency

- AA.03.02-2023.b An administrative approval regarding participation in a community event request. [EMA]

Fairfield County Facilities

- AA.02.27-2023.b An administrative approval authorizing a Temporary Easement agreement with the Columbia Gas Transmission and Fairfield County, Ohio, regarding a property at 1681 East Main Street, Lancaster. [Facilities]

Fairfield County Utilities Department

- AA.03.02-2023.a An administrative approval of a bank transfer for the County Utilities Department Feb 2023 [Utilities]

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan  
Fiscal Recovery Funds, as of 3.1.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

**\$23,554,908.78 has been appropriated, \$11,622,058.76 expended, \$4,275,722.35 encumbered or obligated.**

<b>12Project/Category</b>		<b>As of 3/1/23 Appropriations</b>	<b>As of 3/1/23 Expenditure</b>	<b>As of 3/1/23 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
R17a	Public Health, Vaccination Clinic and Related Expenses	78,677.05	66,362.57	3,997.38
R17b	Public Health, Capital Investments and Public Facilities of the County	3,254,524.02	1,736,128.85	1,321,171.18
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	60,565.00	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)	49,825.00	0.00	49,825.00
R19a	Public Safety Payroll Support	1,555,582.09	1,170,432.05	0.00
R19b	Public Health Payroll Support	204,392.13	185,406.39	18,985.74
R19c	Other Public Sector Payroll Support	302,778.33	150,541.17	0.00
R110a	Mental and Behavioral Health	40,018.00	0.00	40,018.00
<b>Subtotal Public Health</b>		<b>5,894,150.66</b>	<b>3,710,911.05</b>	<b>1,433,997.30</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
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	500,000.00	499,996.00	4.00
R211b	Aid to Tourism, Travel, Hospitality	25,000.00	18,278.01	1,369.39

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan  
Fiscal Recovery Funds, as of 3.1.2023.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds.

**\$23,554,908.78 has been appropriated, \$11,622,058.76 expended, \$4,275,722.35 encumbered or obligated.**

<b>Project/Category</b>		<b>As of 3/1/23 Appropriations</b>	<b>As of 3/1/23 Expenditure</b>	<b>As of 3/1/23 Obligation</b>
R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	111,854.84	137,423.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	71,240.00	25,460.00
<b>Subtotal Negative Economic Impacts</b>		<b>1,852,178.00</b>	<b>1,503,198.72</b>	<b>187,604.68</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	15,897.14	8,946.86
R56a	Clean Water, Stormwater	539,895.00	139,895.00	400,000.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	708,012.32	236,092.68
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	659,000.00	0.00	0.00

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1 2023 – American Rescue Plan Fiscal Recovery Funds, as of 3.1.2023.**

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$23,554,908.78** has been appropriated, **\$11,622,058.76** expended, **\$4,275,722.35** encumbered or obligated.

R516a	Broadband, “Last Mile” Projects	500,000.00	0.00	0.00
R517a	Broadband, Other Projects	49,900.00	18,365.46	27,286.72
<b>Subtotal Infrastructure</b>		<b>6,000,790.50</b>	<b>882,169.92</b>	<b>672,326.26</b>

<b>Project/Category</b>		<b>As of 3/1/23 Appropriations</b>	<b>As of 3/1/23 Expenditure</b>	<b>As of 3/1/23 Obligation</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	257,743.53	142,256.47
R61c	Clerk of Courts Case Management	375,000.00	0.00	375,000.00
R61d	MARCS Tower Project	520,000.00	141,552.50	378,447.50
R61e	Dispatch Consoles	560,000.00	143,110.75	416,889.25
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,692,375.73	1,675,265.28	336,779.83
R61h	Community School Attendance Program	501,137.00	59,637.31	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	7,400.12	192,599.88
<b>Revenue Loss</b>		<b>9,327,912.08</b>	<b>5,224,287.66</b>	<b>1,981,794.11</b>
<b>Administration</b>				
R71a	Administrative Expenses	412,415.82	234,029.69	0.00
<b>Subtotal Administration</b>		<b>412,415.82</b>	<b>234,029.69</b>	<b>0.00</b>
<b>Grand Total</b>		<b>\$23,554,908.78</b>	<b>\$11,622,058.76</b>	<b>\$4,275,722.35</b>

**Summary of Proposed Changes to the  
Fairfield County Personnel Policy Manual  
Effective March 2023**

1. Section 2:11 (pg. 25) Travel, and Expense Reimbursement
  - a. Adjustment from meal allowance of breakfast(\$10), lunch(\$20), and dinner(\$30) to reflect breakfast(\$15), lunch(\$25), and dinner(\$35) to account for increase in food costs.
2. Section 2:11 (pg. 27) Travel, and Expense Reimbursement
  - a. Removal of "*Employees may not use frequent flyer miles earned for County travel for personal use. Employees who earn frequent flyer miles while on travel for the County shall turn those miles in to their appointing authority*" due to the inability to enforce or implement enforcement.
3. Section 2:15 (pg.28-29) Weather Emergency/Closer of Facilities
  - a. Updated to reflect actual practice being carried out in cases of weather emergencies.
4. Section 3:14 (pg. 40) Alcoholism and Drug Abuse
  - a. Updated to reflect the addition of drug and alcohol screening to the preemployment process for all future hires.
5. Section 4:15 (pg. 78) Family and Medical Leave
  - a. Updated to reflect clarification of proper leave accrual options when taking bonding leave related to the birth, adoption or foster care placement.



# Fairfield County Board Member Application

Name of Board: ADAHM Board

Circle One: New Appointment Reappointment

Name: Christina Marstiller Date of Birth: \_\_\_\_\_

Address: 2257 Rainbow Dr. Lancaster, OH 43130

How long have you been a resident of Fairfield County: Since Aug 2022

Occupation: Therapist/Social Worker Employer: ACE Psychological Services

Highest Level of Education Completed (please circle one):

High School – Associates Degree – Bachelor's Degree – Graduate School

Have you ever served on a board before: Yes - No

If yes, please indicate the board(s) previously or currently serving on:

\_\_\_\_\_  
\_\_\_\_\_

Are you related to any Elected Official, Department Head, or County employee: Yes - No

If yes, please indicate who:

\_\_\_\_\_  
\_\_\_\_\_

Have you ever been convicted of a criminal offense: Yes - No

(A conviction will not necessarily prohibit you from an appointment. Each conviction will be judged on its own merits with respect to time, circumstance, and seriousness based on the board appointment for which you are applying.)

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

Please state your reasons for wanting to serve on the board (additional space is provided on the second page). Please highlight specialized interested or experiences that you feel make you qualified to serve.

I am a Licensed Social Worker/Licensed Independent Chemical Dependency Counselor currently working at a private practice in the community. I have worked in Fairfield County since 2020 but only just recently moved to Lancaster in August of this past year. I knew even prior to moving that I wanted to serve



# Fairfield County Board Member Application

this community in as many ways as possible, and volunteering in this capacity allows me to do this in addition to the individuals I work with. While my professional experience has been largely clinical and on a micro-social work level; I have had an interest in mezzo/macro social work for years, and being on the board would allow me to gain more experience in this area. In addition to working as a social worker, I also have my own lived experience with mental health both personally and with family members. Mental health and addiction have always been important to me for these reasons, and I look forward to learning more about how we can improve this community for people experiencing mental health and substance use.

Your signature acknowledges that the information which appears on this form and true and factual to the best of your knowledge.

*Christina Marsteller MSW, LSW, LCDC*

Signature

*2/10/2023*

Date

Thank you for your interest in serving. Please return the completed form to:

The Fairfield County Commissioners  
Attn: Bennett Niceswanger, Asst. Clerk  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

or email the completed form to [bennett.niceswanger@fairfieldcountyohio.gov](mailto:bennett.niceswanger@fairfieldcountyohio.gov).

If you have any questions, please contact Bennett Niceswanger at the email address listed above or at (740) 652-7090.

# CHRISTINA MARSTILLER

Licensed Independent Chemical Dependency Counselor, Licensed Social Worker

## PROFESSIONAL EXPERIENCE

**DEC 2020 – PRESENT**

**INDEPENDENT CONTRACTOR/THERAPIST**, ACE PSYCHOLOGICAL SERVICES

Complete assessment and diagnosis using the DSM5, develop treatment plans, provide therapy in order to treat individuals with mental health or substance use disorders, complete documentation, link with community resources

**JUL 2020 – APR 2022**

**CRISIS INTERVENTION COUNSELOR**, FAIRFIELD MEDICAL CENTER

Evaluated patients in crisis in the Emergency Department, collaborated with families, completed assessments and progress notes, developed plan of care, referred patients to appropriate services, provided patients with community resources, collaborated with medical team

**NOV 2019 – JUL 2020**

**LICENSED SOCIAL WORKER**, PHOENIX INTEGRATED HEALTH

Completed psychosocial assessments and diagnosed using the DSM 5, used evidence-based practices (including Motivational Interviewing, CBT, and DBT) to lead mental health and substance use group and individual sessions with clients, developed treatment plans with clients, completed case notes for each service, lead trainings on evidence-based practices

**OCT 2018 – NOV 2019**

**INTERN/LICENSED SOCIAL WORKER**, INTEGRATED SERVICES FOR BEHAVIORAL HEALTH

Assessed individuals and diagnosed using the DSM 5, used evidence-based practices (including Motivational Interviewing, CBT, and DBT) to lead mental health and substance use group and individual sessions with clients, met with clients in the community, developed treatment plans with clients, completed case notes for each service, attended special docket family drug court hearings, completed discharge plans with clients, linked with community resources

**MAR 2016 – AUG 2018**

**INPATIENT SUBSTANCE ABUSE COUNSELOR**, PICKAWAY AREA RECOVERY SERVICES

Obtained CDCA licensure, used evidence-based practice (including Motivational Interviewing, CBT, and DBT) to lead group and individual sessions with clients, developed treatment plans with clients, linked clients to appropriate services and resources, completed collaborative case notes for each service, completed assessments, completed discharge paperwork



## EDUCATION

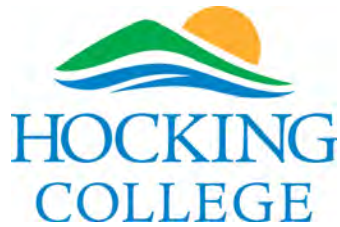
AUG 2012 – APR 2016

**BACHELOR OF ARTS PSYCHOLOGY**, OHIO CHRISTIAN UNIVERSITY

Cum laude. Dean's list from 2012-2016. Inducted into Delta Epsilon Chi Honor Society. Class representative for the Psychology Club.

AUG 2017 - MAY 2019

**MASTER OF SOCIAL WORK**, THE OHIO STATE UNIVERSITY



***Dr. Betty Young, President  
Hocking College  
And The  
Hocking College Board of Trustees***

***Invite You to the  
State of the College Address  
At The Lodge***

***Date: March 30, 2023***

***Agenda***

***5:00 pm – 5:30 pm – Social Time***


***5:30 pm – Dr. Young's Address***

***Food Provided by  
Hocking College's  
World Renowned Culinary Program***

***Location***

***The Lodge at Hocking College***

***RSVP's to Kyle Fuller – [fullerk@hocking.edu](mailto:fullerk@hocking.edu)***



Please join us for a

# *Retirement Party*

to honor

*Cathie Warner*

Please join us for an open house  
celebration to honor Cathie's many  
years of dedicated public service.

**When: Friday, March 24, 2023  
from 1pm to 4pm**

**Where: First Floor Clerk of  
Courts Office**

Cake and light refreshments will be served.

# Join us at one of our upcoming Ribbon Cuttings!



## **TIBERIO'S**

***Thursday, March 9 - 4:30 p.m.***

416 N. Columbus Street, Lancaster

***Grand Opening!***

**Details**

*\*Information corrected from Chamber Networker newsletter\**



Lancaster Fairfield County Chamber of Commerce  
109 N Broad Street Suite 100, Lancaster, OH 43130  
740-653-8251 [lancoc.org](http://lancoc.org)

**STAY CONNECTED**



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SAVE THE DATE:

*2023 Annual Trade Show, Dinner  
& Awards Banquet*

CELEBRATING THOSE WHO MAKE AN IMPACT

**Thursday, May 11**

William V. Fisher Catholic High School, Lancaster

Trade Show - 4:30 to 6 p.m.

Dinner & Awards Banquet - 6:30 p.m.

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# 2023 Chamber Awards

NOMINATIONS NOW OPEN



The Lancaster Fairfield County Chamber of Commerce is proud each year to recognize the businesses, organizations, and individuals who make a positive impact on our communities.

Nominations are now being accepted for the 2023 Chamber Awards. Links to each nomination form can be found at the bottom of this email.

## **Award Categories:**

Large Business of the Year (25+ Employees)

Small Business of the Year (Under 25 Employees)

Non-Profit Organization of the Year

Floyd Wolfe Community Service Award

Tammy Nusser Customer Service Award

Brett Markwood First-Responder Award

Young Professional of the Year

Deadline for nominations is Sunday, April 2nd at 11:59 p.m.

Nominations will only be accepted via online submissions.

*For questions about Chamber award nominations, please contact us at 740-653-8251.*

*Annual Dinner and Trade Show registration details will be announced at a later time.*

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Save the date:

*2023 Annual Trade Show,  
Dinner & Awards Banquet*

Thursday, May 11

William V. Fisher Catholic High School

Trade Show - 4:30 to 6 p.m.



Dinner and Awards Banquet - 6:30 p.m.

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AWARD NOMINATION LINKS:

# Large Business of the Year

2023 CHAMBER AWARDS



[Click Here](#)

# Small Business of the Year

2023 CHAMBER AWARDS



[Click Here](#)



# Non-Profit Organization of the Year

2023 CHAMBER AWARDS



[Click Here](#)

# Brett Markwood First-Responder Award

2023 CHAMBER AWARDS



[Click Here](#)

# Tammy Nusser Customer Service Award

2023 CHAMBER AWARDS



[Click Here](#)

# Young Professional of the Year

2023 CHAMBER AWARDS



[Click Here](#)

# Floyd Wolfe Community Service Award

2023 CHAMBER AWARDS



[Click Here](#)

FOLLOW US!





Join us in 2023 as we share the rich history of Fairfield County.

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The Allen Chapel celebration and sign reveal was a day to remember. Thank you to all from the community who attended, to the **Diversity, Inclusion and Empowerment Fund of the Fairfield County Foundation**, and the local

dignitaries who came to show support. Video of the speech given by Michael Johnson is now on the FCHA Facebook page.

**LOOKING TO  
VOLUNTEER IN 2023?**

FCHA would love to have you at one (or both)  
of our outstanding historical museums!  
Volunteer as a receptionist or docent.

**SHERMAN HOUSE  
MUSEUM**

*Georgian*  
MUSEUM

We would love to see you here!

And HERE!

FAIRFIELD COUNTY  
Established 1972  
HERITAGE  
ASSOCIATION

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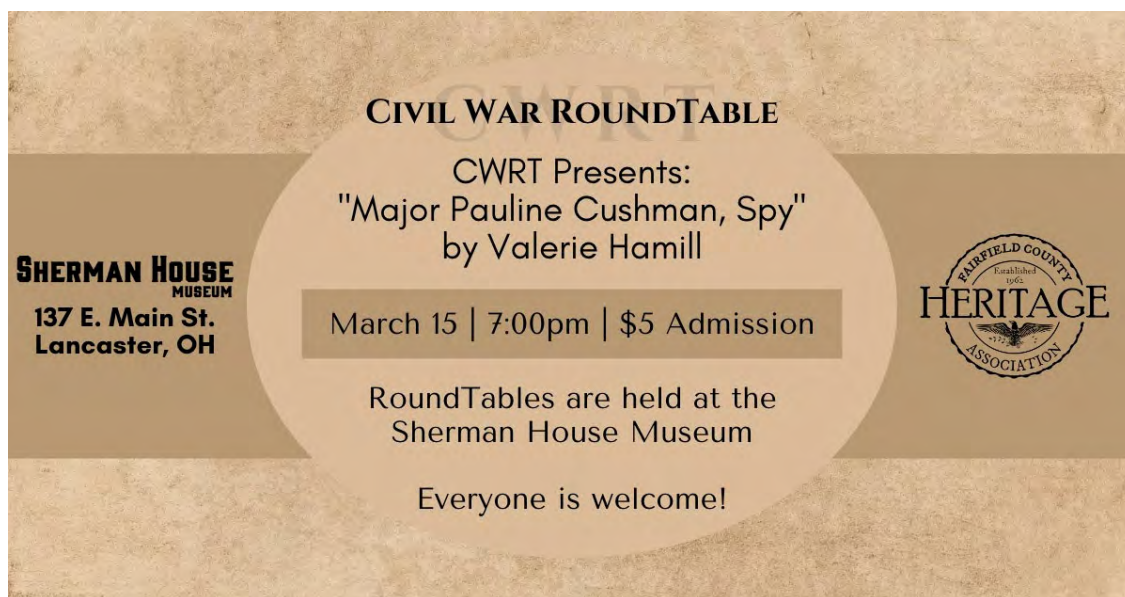
Please call the office at 740-654-9923 for more information about volunteering with Fairfield County Heritage. We have an exciting year ahead with fun

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programs, new training opportunities, and new incentives. Training for new volunteers is Saturday, March 4, 2023 11-1.

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The poster is set against a textured, light brown background. A large, light brown circle is centered on the page. Inside the circle, the text "CIVIL WAR ROUNDTABLE" is written in a bold, serif font. Below this, it says "CWRT Presents:" followed by "Major Pauline Cushman, Spy" in a larger, bold, serif font, and "by Valerie Hamill" in a smaller, serif font. A horizontal bar within the circle contains the text "March 15 | 7:00pm | \$5 Admission". Below the bar, it says "RoundTables are held at the Sherman House Museum" and "Everyone is welcome!". To the left of the circle, the text "SHERMAN HOUSE MUSEUM" is written in a bold, sans-serif font, followed by "137 E. Main St. Lancaster, OH" in a smaller, sans-serif font. To the right of the circle is a circular seal for the "FAIRFIELD COUNTY HERITAGE ASSOCIATION" with "Established 1963" in the center.

**CIVIL WAR ROUNDTABLE**

CWRT Presents:  
"Major Pauline Cushman, Spy"  
by Valerie Hamill

March 15 | 7:00pm | \$5 Admission

RoundTables are held at the  
Sherman House Museum

Everyone is welcome!

**SHERMAN HOUSE**  
MUSEUM  
137 E. Main St.  
Lancaster, OH

FAIRFIELD COUNTY  
Established 1963  
**HERITAGE**  
ASSOCIATION

Fairfield County Heritage Association  
**Welcomes the Dineh Tah' Navajo Dancers**



**Friday, April 14th**  
**7:00 - 8:00 pm**  
at the Crossroads Center.

The public is welcome to this free performance of traditional songs and demonstrations.

*(picture from the 2018 performance)*

**Spring Meeting Schedule April 14<sup>th</sup>**

We'll announce the 2023 Home Tour participants and then welcome the Dineh Tah' Dancers and their director, Shawn Price .

The Spring Meeting will be different this year to accommodate the free public performances. There will be **no dinner served at this meeting.**

**Please note time change for evening performance to 7PM.**

The Dineh Tah' Dancers perform traditional Navajo dances at  
**Crossroads Event Center**  
**2095 West Fair Ave. Lancaster,**  
**7-8 pm.**

Free public performance funded by the Diversity, Inclusion and Empowerment Fund of the Fairfield County Foundation.

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Plan to attend the lecture at the Fairfield County District Library with Shawn Price the director of the Dineh Tah' Navajo Dancers. His lecture is titled " ***William Tecumseh Sherman - War Maker -Peacemaker***"

This lecture will briefly highlight Sherman's early life as well as his major Civil War exploits. It will emphasize his role in the post Civil War era and his work regarding the establishment

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of the Peace Commission, Tribal Treaties, and issues and challenges he faced regarding matters of Sovereign Native Nations. Sherman's endorsed Treaties remain a lasting and living legacy of General Sherman.

Shawn Price Traditional Keeper and Tribal Historian of the Navajo Nation.

Lecture should be about 40 minutes followed by a Q & A session.

Fairfield County District Library 3rd Floor April 14 2023 2:00PM.

Funded by a grant from The Fairfield County Diversity, Inclusion, and Empowerment fund of the Fairfield County Foundation.

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# MUSEUMS RELATIONSHIPS & TRUST

Wendy Gregory, Executive Director, and Michael Johnson, Marketing Director, of Fairfield County Heritage Association will be presenting *Reaching Out to Under-Represented Communities* at the Ohio Museums Association Conference in Newark, Ohio on March 27. The presentation takes participants through the process of researching and using a quarterly membership publication article that became the basis of a Black Pioneer History Tour and a history sign at Allen Chapel, the first

Black church in Lancaster. The goal was to build relationships and collaboration for a population underrepresented in local history.

# FACES OF FAIRFIELD

**August 3 - September 23**

An exhibit featuring YOUR  
ancestors of Fairfield County.

Fairfield County District Library  
3rd Floor Gallery  
219 N. Broad St.  
Lancaster, OH 43130



**X**



Add your ancestors to our exhibit. Have a great photo or portrait of an early Fairfield County Ancestor? Contact us at 740-654-9923 to get your ancestor added to the gallery. We can scan and enlarge your photos and portraits to include in the exhibition and then in the county history room at the Georgian.

Join us for a family genealogy day on Grandparents Day, August 10, 2-4 at the Main Library 3rd floor. We are partnering with the Fairfield County Genealogical Society to help families find their roots with techniques, tree charts for kids and adults, and research help.



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*Copyright © 2023 Fairfield County Heritage Association, All rights reserved.*

You are receiving this email because you are a member of the Fairfield County Heritage Association or you signed up for event listings at the Sherman House or Georgian museums.

**Our mailing address is:**

Fairfield County Heritage Association  
105 E Wheeling St  
Lancaster, OH 43130

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).

To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: March 1, 2023  
Subjects: January 2023 Residential & Agricultural Sales; New Community Authorities, The IRS W-4 Form; and Presentations for Ohio University, Rotary, ESC, DD, CCAO, CAAO, GFOA, and More

### ***January 2023 Residential & Agricultural Sales Report***

In January 2023, 158 **residential and agricultural properties were sold at an average of \$279,646**. Most sales were between \$250,000 and \$499,999. The Fairfield County area remains a seller's market. **Please see the attached chart.**

### ***New Community Authorities***

**A New Community Authority** is a separate public body governed by a board of trustees that oversees, coordinates, constructs and finances public infrastructure improvements and community facilities. Ohio Revised Code Chapter 349 provides the authority and procedures for forming and governing an NCA. These public-private partnerships can include facilities for industrial, commercial, residential, cultural, educational and/or recreational activities. **If formed after March 22, 2019, there is no minimum acreage for an NCA. Please see the attached fact sheet**, which was previously created along with RPC when Holly Mattei was serving as the Executive Director. This happened to be in my files and was useful in answering a question that arose from another county, and it seemed timely to share.

### ***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. The IRS has redesigned the form, calling it the 2020 W-4. It is still used for withholdings, and those **withholdings are based on reported status and any other adjustments employees decide to include on the form.**

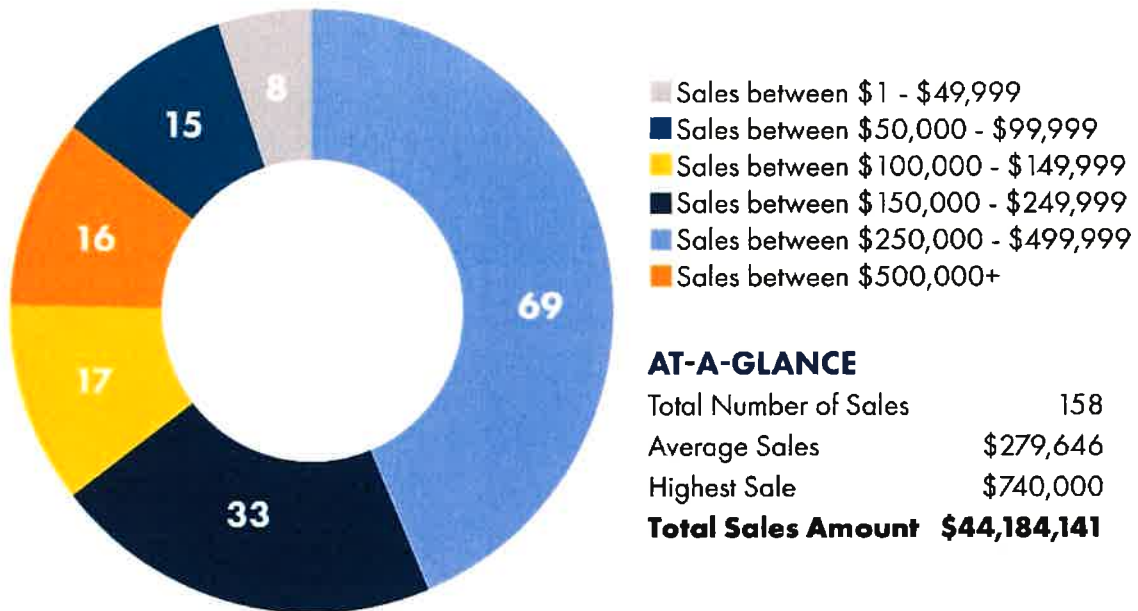
When completing the W-4, employees need to consider a variety of things based on their number of dependents, tax credits, filing status, changes in income, other sources of income, and other factors. Payroll officers can help employees by explaining the W-4 form and providing information, but they are 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. "FAQs" as an email is planned for this topic.

### ***Presentations for Ohio University, Rotary, ESC, DD, CCAO, CAAO, GFOA, and More***

The County Auditor's Speakers' Bureau had a goal of conducting 23 presentations in 2023 – and we are well on our way to achieving that goal. There have been presentations for Ohio University, Rotary, ESC, DD, CCAO, CAAO, GFOA, and more. Presentations were conducted on the topics of grant writing, leadership, local government roles, strategic thinking, County Auditor duties, and decision-making. Anyone desiring a presentation can email [Carri.Brown@FairfieldCountyOhio.gov](mailto:Carri.Brown@FairfieldCountyOhio.gov)



## JANUARY RESIDENTIAL AND AGRICULTURAL PROPERTIES SALES REPORTS



## New Community Authority Fact Sheet

**A New Community Authority** is a separate public body governed by a board of trustees that oversees, coordinates, constructs and finances public infrastructure improvements and community facilities.

**Ohio Revised Code Chapter 349** provides the authority and procedures for forming and governing an NCA.

These **public-private partnerships** can include facilities for **industrial, commercial, residential, cultural, educational and/or recreational activities**.

Generally, an NCA is:

- **Designed to encourage the orderly development of an economically sound, new community** (or an additional part of an existing community).
- **Developer-driven.**
  - All acreage is owned or controlled by the developer.
  - If there are leases with the developer, they must be for 75 years or more.
  - The developer is represented on the board of trustees.
  - There is *no minimum acreage* if the NCA is formed *after March 22, 2019*.
- **Created by a petition filed by the developer** with an organizing board, such as a board of county commissioners or another body.
  - The petition must include a plan that sets forth a development program.
  - The organizing board holds a public hearing and evaluates how the NCA creation is conducive to public health, safety, convenience, and welfare.
- **Revenue generating, through an assessment that provides a special benefit.**
  - The assessment can be based on acreage (such as what can be imagined with housing developments), millage (perhaps with recreational projects), income, or other variables - or combinations of variables. There is flexibility in how the assessment can be designed.
  - Bonds or other obligations can be issued.

**An NCA cannot offer traditional governmental services.**

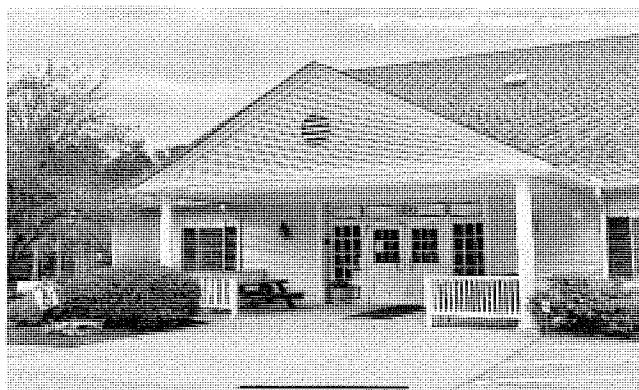
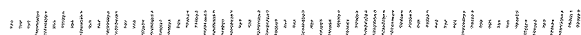
The Pickerington Senior Center  
150 Hereford Drive  
Pickerington, Ohio 43147

**Return Service Requested**

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NON-PROFIT ORGANIZATION  
U.S. POSTAGE PAID  
PERMIT NO. 4709  
PICKERINGTON, OH 43147  
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COMMISSIONERS  
210 E. MAIN STREET  
LANCASTER, OH 43130-3854

431303854 0008



# MARCH 2023

**DIRECTOR – NANCY LEE**  
**ASSISTANT DIRECTOR– DEANA DILLON**

## **BOARD OF TRUSTEES**

**Annabelle Marion**  
**Jeanne Carroll**  
**Patricia Carroll**  
**Linwood Connell**  
**Ed Drobina**

**Karen Edwards**  
**Larry Frazee**  
**Ray Knight**  
**Annabelle Marion**  
**Vickie Witten**



# PICKERINGTON SENIOR CENTER

MARCH 2023

NEWSLETTER

(614) 837-3020

**CENTER DIRECTOR: NANCY LEE**

**ASSISTANT DIRECTOR: DEANA DILLON**

**TELEPHONE: (614) 837-3020 / FAX: (614) 833-6471**

**HOURS: MON-FRIDAY 8:30 a.m. - 4:30 p.m.**

**WEB PAGE: <http://pickeringtonseniorcenter.org>**

**EMAIL: [NLee@pickeringtonseniorcenter.com](mailto:NLee@pickeringtonseniorcenter.com)**

## **A NOTE FROM NANCY**

### **DUES FOR 2023 MEMBERSHIP**

**VIOLET TOWNSHIP - \$15.00**

**OUTSIDE OF VIOLET TOWNSHIP - \$20.00**

This will be your last newsletter if your dues are not paid. If you have a red check mark on your newsletter it's a reminder that your dues are not paid. If you're a snowbird and would like our Newsletter forwarded to you, please give us your address and we'll do so. Be sure to notify us when you return to Ohio. Remember: Membership is free for anyone who turned 90 before January 1, 2023.

### **\$10.00 CLUB**

We appreciate any contributions made to the Center. The money donated helps with funding the many activities we have for the members and with purchasing items needed for the kitchen, office and other supplies.

## **WELCOME** **new members**

We welcome the following new members to our Center and hope they will join us for some of our activities: Kyonghus Amos, Tongsun Berry, Kathy Binkiewicz, Lynne Bush, Joan Carlisle, Sue Grinstead, Sherry Hamilton, Linda Houchard, Nick Joseph, Vicki McCullough, Cathy Mustard, Linda Reeves, Betty Shanesy, Terri Stagg, Donna Sullivan, Larry & Shirley West, Deborah Whalen, Dwayne White.

## **MEMBERSHIP INCENTIVE PROGRAM**

Be sure to notify the office each time you recruit a new member to join the Center. At the end of the month your name will be entered once for each person you have recruited. From those names we will draw a winner per month. If your name is drawn you will receive a \$15.00 gift card.

January's winner is Karen McClain.

## **WEATHER DELAY OPENINGS and/or CLOSINGS**

As we are now in the winter months, we want to remind everyone that our Center follows the Pickerington School District inclement weather schedule. This information will be posted on Channel 10.

### **SUNDAY / MARCH 12th**



"Spring forward, fall back." It's also time to change the batteries in your smoke detectors, carbon monoxide detectors and your furnace air filters.

## **HEALT2TOE FOOT CARE SERVICES**

**THURSDAY/ MARCH/16<sup>th</sup> & 30<sup>th</sup> / 9:00 a.m.**

Tonia is a State of Ohio Registered Nurse. She charges \$35.00 for the following:

- 30-minute treatment – Trim, thin & file nails
- Corns & callouses filed & buffed smooth.
- All tools are sterilized for each patient.
- Payment due at time of service – Self-pay only
- No Medicare or Insurance will be billed.

To schedule an appointment at the center call:

HEALT2TOE FOOT CARE SERVICES (614) 686-3646



# PICKERINGTON SENIOR CENTER

MARCH 2023

NEWSLETTER

(614) 837-3020

## VOLUNTEER OF THE MONTH

Our Center would like to honor, Jim Schumacher. Jim is a big help, he helps with set-up and clean up. He works the pancake breakfast including the breakfast w/Santa and the breakfast w/the Bunny. He helps us with anything we ask him to do. Enjoy your reserved parking space for the month of March and your \$15.00 gift card. Thanks for all your help!

## STRENGTH CLASS

### MONDAYS AND WEDNESDAY/10-11A.M.

Come join us in our strength classes lead by Kelley Deibert. The focus is on building upper and lower body strength, stretching and improving your balance. If you have weights, please bring them with you.

### LINE DANCING - MONDAYS / 11:15-noon

A new 12-week session started January 9 through runs through April 3<sup>rd</sup>. Classes are on Mondays from 11:15am-12:00 noon. Payments of \$12.00 is due upon registration. A pay-per class option of \$1.00 per class will be offered this session for those that can't commit to the full 12 weeks. You can get a registration form in the office.

For additional information contact Marilyn @  
mn1126@gmail.com

## WATERCOLOR CLASS

### EVERY MONDAY FROM 1-3 P.M.

Join Jenene Warmbier for adventures in watercolor painting. NO previous training or talent necessary, just the desire to express yourself with "Paints and Brushes." You can stop in the office and get a list of supplies you will need for the class. Jenene is a great teacher.

## CORN HOLE

### EVERY TUESDAY/ 11 A.M.

We play Cornhole every Tuesday. Come in and join in the fun. We have a tournament on the last Tuesday of each month. Last month's winners were Art Jones and Ray Knight. We will no longer give a gift card for tournaments. Come join in on the fun.

## TUESDAY AFTERNOON MATINEE

### March 7th/ 1:15p.m.

Join us for a classic movie on our big screen TV. The movie for the month of March will be "Gran Torino" starring Clint Eastwood. We supply the movie, popcorn, snacks, coffee, and water.

## BINGO

### TUESDAY / MARCH 28TH

We will be playing Bingo on the 4th Tuesday of March. There will be no potluck this month.

## EUCHRE

### EVERY WEDNESDAY / 12:30 P.M.

Come in, join your friends. We start playing at 12:30 p.m. The cost is only \$2.25, which includes the games and the loner pot. Please be here at least 10 minutes ahead of time to get signed up so we can start on time at 12:30.

## CRAFT GROUP

### EVERY WEDNESDAY / 10 a.m. - noon

Our craft group offers fun activities for our members, but also raises money for our Center. The most important fundraising activity they participate in is the our Breakfast with Santa, which is usually held on the first Saturday of December.

# PICKERINGTON SENIOR CENTER

MARCH 2023

NEWSLETTER

(614) 837-3020

## SEWING CIRCLE

**EVERY WEDNESDAY / 12:30 - 2:30 or 3:00 p.m.**

We are starting a sewing circle and would love to have anyone interested in sewing, knitting, crocheting, cross stitch or needlepoint come and participate. We'll get together to sew and to socialize in our craft room! Bring along your own project and materials and join us!

**DUPLICATE BRIDGE - Wednesdays 9:30 a.m.**  
**BRIDGE - THURSDAYS 12:30P.M.**

We're looking for more members to play Bridge. Anyone interested in joining us, please call the Center and give your name and phone number. The cost to play either Bridge or Duplicate Bridge is \$1.00 per week.

## TITLE BOXING

**THURDAY / MARCH 2<sup>nd</sup>, 9<sup>th</sup>, & 16<sup>th</sup>**

Maria Manzo from Title Boxing will lead the class at our Center from 9:00 to 9:45 a.m. Sessions are around the Rock Steady Boxing curriculum which increases the neuroplasticity of the brain to help produce healthy brain cells. The exercises are designed to improve quality of life, have fun, and get results - all at the same time! You can purchase a bag and gloves for \$25.00 at the class.

## SOCIAL EUCBRE

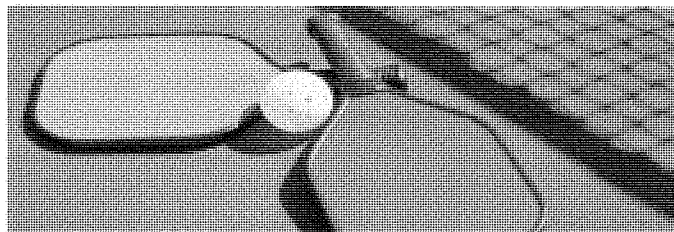
**EVERY FRIDAY / 11 a.m.**

This is a relaxed paced Euchre game where you can meet and play cards non-competitively. If you like to play cards for fun and you don't mind teaching others when needed, then please join us.

## PICKLEBALL

**EVERY FRIDAY/ 1:30pm**

Join us in learning this fun game of pickleball every Friday @1:30pm.



## LIBRARY

We have videos, puzzles, and a large selection of books for you to choose from.

## STAYING HEALTHY IN YOUR HOME

The Violet Township Fire Department, Truro Township and the City of Whitehall Division of Fire are collaborating with Mt. Carmel Health Systems to develop a Community Paramedic program to further improve the health and welfare of the communities. The program was launched in January of 2019. For more information you can contact Lt. Postage at (614) 778-5561 or by email at [para@violet.oh.us](mailto:para@violet.oh.us)

## PICKERINGTON FOOD PANTRY

### **MOST NEEDED ITEMS**

Personal hygiene products - soap - paper towels - toilet paper - toothpaste - toothbrushes - juices - condiments - tomato (paste, sauce or diced) - baking and pantry staples (flour, sugar, salt, baking soda and spices) - peanut butter and jelly - bread - butter. We have a collection container in our Center's library. Please try to help the Food Pantry so they can help people in need. A big thank you to the people who have been donating for years.

# PICKERINGTON SENIOR CENTER

MARCH 2023

NEWSLETTER

(614) 837-3020

## PICKERINGTON HIGH SCHOOL CENTRAL

*presents*

### "THE ADAMS FAMILY"

Free admission for senior citizens on *Senior Night - Wednesday, March 15th*. The doors open at 6:30 p.m. "THE ADAMS FAMILY" will begin at 7:00 p.m. There is no charge for admission, but donations are appreciated, but not required. There will be a 50/50 raffle at intermission. Concessions will be available. The Performing Arts Center is wheelchair accessible.

### IRISH BLESSING

"May the luck of the Irish

Lead to happiest heights and the highway you travel be lined with green lights. Wherever you go and whatever you do, may the luck of the Irish be there with you."

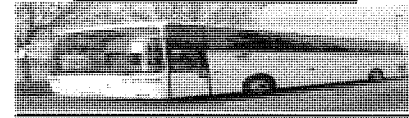
Near a misty stream in Ireland in the hollow of a tree live mystical, magical leprechauns.

who are clever as can be. With their pointed ears and turned-up toes, and little coats of green, the leprechauns busily make their shoes and try hard not to be seen.

Only those who really believe have seen these little elves, and if we are all believers, we can surely see for ourselves.



## TRIPS FOR 2023



### *- NEW TRIPS-*

### **VERMONT, NEW HAMPSHIRE, AND MAINE JUNE 17th - 24th**

#### **PACKAGE INCLUDES:**

7 Nights Lodging, including overnights.

7 Breakfasts

4 Dinners including Lobster Bake

Welcome Reception & Evening Entertainment

Touring with Local Guides

Coolidge Birthplace & Homestead

Woodstock & Sugarbrush Farms

Quechee Gorge

Bath Covered Bridge

Village of Littleton

Chutter's General Store

The Basin & Loon Mountain Gondola Ride

Kennebunkport Tour & Dock Square

Lighthouse Lovers Cruise & LL Bean in Freeport

Portland City Tour

Portland's Old Port

Luggage Handling

Motorcoach Transportation

**Cost: Single \$1,878.00 Double \$1,439.00**

**Sign up Starts on Monday, March 6th.**

**\$200.00 Deposit due on sign up.**

**Final payment is due before Tuesday, April 11th.**

# PICKERINGTON SENIOR CENTER

MARCH 2023

NEWSLETTER

(614) 837-3020

## **WHEELING ISLAND**

### **TUESDAY, MARCH 7<sup>TH</sup> & WEDNESDAY MARCH 8<sup>TH</sup>**

Back again by popular demand! This two-day one-night trip includes transportation and your hotel accommodation. Your free play is a little different. Earn 50 points on your player card account and receive \$5.00 free play automatically. Each additional 50 points earns an additional \$5.00 free play (up to 5 times for a total of \$25.00 FREE PLAY). The coffee shop is open for breakfast from 7am-11:00am, you can purchase a Hot grilled Panini sandwich with a choice of bacon, sausage or ham, egg & cheese are available along with various pastries and beverages. The food court is open from 11:00am-10:00pm. The cost per person \$139.00 double occupancy and \$185.00 single. Payment is due on sign up. **Space Available**

## **SNOOTY FOX**

### **WEDNESDAY, MARCH 22nd**

#### **"An Upscale Thrift Store Shopping Adventure"**

The motorcoach will leave our Center at 7:30 a.m. and head to the Cincinnati area for a shopping adventure full of great deals! Cash and major credit cards are accepted – no checks! This trip is always a blast! We will be making a stop at **Jungle Jim's International Market** on the way home.

The price is \$41.00 per person.

## **LACOMEDIA DINNER THEATRE**

### **THURSDAY, APRIL 13<sup>TH</sup>**

#### **SLEUTH**

The ultimate game of cat and mouse is played out in an English country house owned by celebrated mystery writer, Andree Wyke. Invited guest Milo Tindle, a young rival who shares Wyke's love for games, declares his intention to run off with Wyke's wife. The two men devise and collaborate revenge/power game; through their style and cunning, the stakes continue to rise, leading to the play's inevitable, heart-stopping finish. Sleuth premiered on Broadway in 1970 and received the Tony Award for Best Play. The cost is \$63.00 due on sign up.

#### **A few trips later in the year:**

**7/19 & 7/20 THE ARK & CREATION MUSEUM**

**8/9 & 8/14 NEW YORK & WASHINGTON**

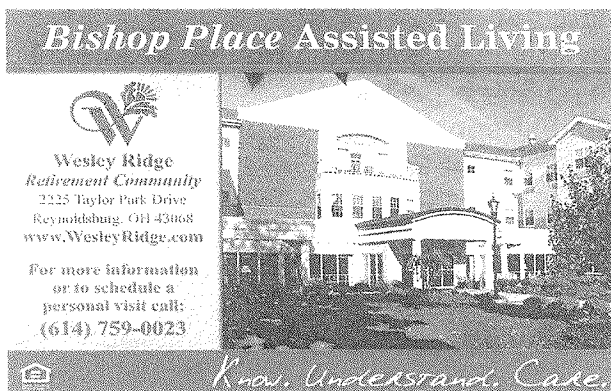
**12/4-12/7 LANCASTER, PA FEATURING-**

**"MIRACLE OF CHRISTMAS" & "THE FIRST NOEL."**

## **INFORMATION**

When a trip is in the newsletter and a deposit or payment is due on sign up you need to come in to sign up. If payment is due later, you can call us to sign up.

Remember when you go on a trip please park along the side of the building or in the back. Please don't park in the front. **Please arrive at least 15 minutes before departure time.**

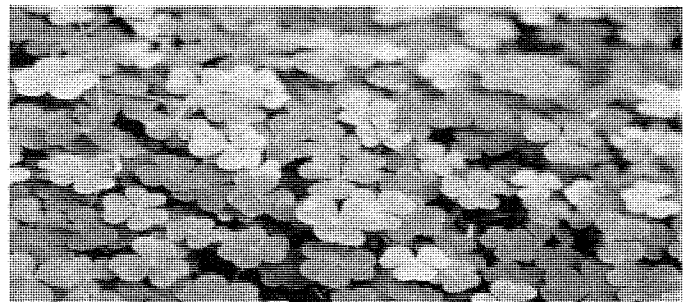


**Bishop Place Assisted Living**

**Wesley Ridge Retirement Community**  
2225 Taylor Park Drive  
Reynoldsburg, OH 43068  
www.WesleyRidge.com

For more information  
or to schedule a  
personal visit call:  
**(614) 759-0023**

*Know. Understand. Care.*



# PICKERINGTON SENIOR CENTER

MARCH 2023

NEWSLETTER

(614) 837-3020

## NOTES FROM DEANA 😊



### **REMEMBERING EVERYONE WITH WARMEST WISHES ON THEIR BIRTHDAY!!**

(1) Karen Hoyd, Tom Reid, Harriet Sobolewski;  
(2) Cecelia Behrens, Robert Dillon, Janet Douglas,  
Cherie Koch; (3) Kenneth Ekegren, Mike  
McClelland; Linda Solt (4) Linda Badar, Judi  
Brenning, Barbara Diewald, Barbara Petras; (5)  
Mary Baker, Martha Cella, Barbara Henry, Beverly  
Muston, Mary Stephens; (6) Randa Fields, Margie  
Harris, Cora Snider, Suzee Tuller;; (7) Laurel  
DiLiberti, Veronica Foley, David Strawser, Christina  
Suter, Dorothy Weaver; (8) Patty Bailey, Leona  
Boster, Walter George, Mike Lanter, Abby  
Planisek; (10) Sarah Jackson; (11) Melisse Strauch,  
Charlotte Witt; (12) Cheryl Marshall (13) Cathy  
Mustard (14) Linda Bond, Cindi Easterling, Dick  
Innis, Thomas Jones, Everett Pitts; (15) Barbara  
Pest, Beverly Zurhost; (16) Bonnie Notestine; (17)  
Gail Clark, Patrick Schlaerth, Bobby Shaw, Peggy  
Thompson; (18) Timothy Krauss, Jennifer Slaydon;  
(19) Mary Herron, Marie Knapp, Tim Salyer; (20)  
Chris Cecil, Cynthia Long, Linda Searfos ; (21)  
Christina Bejsovec, Sandra Hill, Bob Hockenberger,  
Bill Oard; (22) Shirley Berry, Theresa Corner, Margie  
Exenkamper, Mary Hall, Sandy Heren, Joy  
Matheney, Linda Reeves; (23) Nancy Beckwith, Jean  
Bepler, Kate Custer, Judy Dement, Darla O'Connor  
Daria Jerrome, Gary Whitehead; (24) Shirley  
Dever, Mary Massara, John Pizzuto, Dee Strawser;  
(25) Bess Grabovich, Shari Lorbach, Rich Martin,  
Joan Reid, Alice Sabatino; (26) Mark Brick, Roseann  
Generose, Denise Killian, Wanda McPeek, John  
Womack; (27) Barbara Hawk, Annabelle Marion,  
Barbara Mason, Margaret Morrison, Randy Ziegler;  
(28) John Long, Jeannie Martin, Bunny  
Rickenbacker, Melody Ward; (29) Mary Culley, Gary

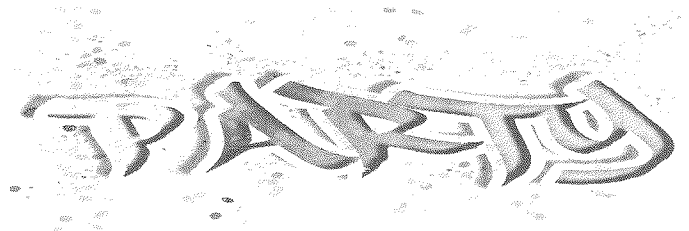
Knauff, Sandy Schneider, Mike Scudder, Janice  
Shade; (30) Anne Flowers, Patricia Gerencser, Laura  
Sibbalds; (31) Carolyn Jones, Nancy Penrod,  
MaryAnn Shiflett.

## MEMBERS KNOWN ILL

Marilyn Elliott - Fell

## IN LOVING MEMORY OF

Mary Cloud  
Carrie Ebert  
Thelma Kelley  
Dorothy Peterson



## EASTER PARTY

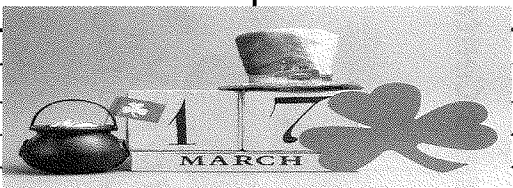

Join us for our Easter party on  
Tuesday, April 4<sup>th</sup> from 1:00 – 3:00p.m.

Fun, snacks & games

**Sign up in the office by Monday, March 27th.**

***Follow us on Facebook at:  
Pickerington Senior Citizens Center***



Mar-23		PICKERINGTON SENIOR CENTER				614-837-3020	
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY		
			1	2	3	4	
			DUP BRIDGE 9:30	BOXING 9:15	EXERCISE 9:15	BUILDING RENTED	
			STRENGTH 10:00	CHAIR VLYBALL 11:30	SOCIAL EUCHRE 11:00		
			CRAFTS 10:00	BRIDGE 12:30	PICKLEBALL 1:30		
			EUCHRE 12:30				
		SEWING CIRCLE 1:00					
5	6	7	8	9	10	11	
	STRENGTH 10:00	CORNHOLE 11:00	DUP BRIDGE 9:30	BOXING 9:15	EXERCISE 9:15	BUILDING RENTED	
	LINE DANCING 11:15	HAND & FOOT 1:00	STRENGTH 10:00	BOARD MEETING 9:30	SOCIAL EUCHRE 11:00		
	BID EUCHRE 12:30	MOVIE 2:00	CRAFTS 10:00	CHAIR VLYBALL 11:30	PICKLEBALL 1:30		
FRIENDLY TIES 7:00	PTS & BRUSHES 1:00		EUCHRE 12:30	BRIDGE 12:30			
	CITY OF PICK		SEWING CIRCLE 1:00				
12	13	14	15	16	17	18	
BUILDING RENTED	STRENGTH 10:00	CORNHOLE 11:00	DUP BRIDGE 9:30	FOOT CARE 9:00	EXERCISE 9:15		
	LINE DANCING 11:15	HAND & FOOT 1:00	STRENGTH 10:00	BOXING 9:15	SOCIAL EUCHRE 11:00		
	BID EUCHRE 12:30		CRAFTS 10:00	CHAIR VLYBALL 11:30	PICKLEBALL 1:30		
	PTS & BRUSHES 1:00		EUCHRE 12:30	BRIDGE 12:30			
	CITY OF PICK		SEWING CIRCLE 1:00				
19	20	21	22	23	24	25	
	STRENGTH 10:00	CORNHOLE 11:00	DUP BRIDGE 9:30	CHAIR VLYBALL 11:30	EXERCISE 9:15	BUILDING RENTED	
	LINE DANCING 11:15	HAND & FOOT 1:00	STRENGTH 10:00	BRIDGE 12:30	SOCIAL EUCHRE 11:00		
	BID EUCHRE 12:30		CRAFTS 10:00		PICKLEBALL 1:30		
FRIENDLY TIES 7:00	PTS & BRUSHES 1:00		EUCHRE 12:30				
	CITY OF PICK		SEWING CIRCLE 1:00				
26	27	28	29	30	31		
	STRENGTH 10:00	CORNHOLE 11:00	DUP BRIDGE 9:30	FOOT CARE 9:00	EXERCISE 9:15		
	LINE DANCING 11:15	HAND & FOOT 1:00	STRENGTH 10:00	CHAIR VLY BALL 11:30	SOCIAL EUCHRE 11:00		
	BID EUCHRE 12:30	BINGO 1:00	CRAFTS 10:00	BRIDGE 12:30	PICKLEBALL 1:30		
	PTS & BRUSHES 1:00		EUCHRE 12:30				
	CITY OF PICK		SEWING CIRCLE 1:00				
							
03/07/2023050						050	

Dear County Commissioners,

2-25-23

We reside at 7250 Cattail Rd, Pleasantville. EDF Renewables is leasing land close to our small family farm.

It is difficult to comprehend how precious crop land can be leased to put an Industrial Solar Facility on it. EDF claims they will decommission the land back to its agricultural state at the end of its useful life. That does not guarantee the land will be suitable for crops.

37 years ago we needed to build on the farm to take care of our mother as well as the operation of the farm. We had to jump through hoops to get 2 acres to build our home. We had to attend meetings and write letters because it was zoned agricultural. Now a company can lease the land and fill it with industrial solar panels even though it is zoned agricultural.

Some call these "Solar Farms". The definition of a farm is: an area of land and its buildings used for growing crops and rearing animals. Solar panels are not in this category.

Aside from the solar panels ruining the beauty of our landscape, we have other concerns. How will this "eyesore" affect my property value?

Will our property now be re-zoned to industrial? If the facility catches fire what kind of pollutants will be in the air? It is very open and windy out here. Will our crops and buildings be protected from flying embers? Will there be weed control? Weeds spread their seeds from one field to another. How will our drinking water be affected? There are several small children on our section of Cattail. There will be constant traffic during the construction phase of the project. Will there be more law enforcement present?

EDF states that "once operational", the project will generate no smell, noise, pollution, or traffic. Construction is projected from 2024 to 2026. Which means approximately two years of dump trucks, earth movers, semi-trucks, and pounding of posts.

Is alternative energy needed? Absolutely. Should precious farmland be desecrated to do it? Definitely not.

I urge you to keep our farmland agricultural.

Sincerely,

John and Margaret Leith



8240 Ruffner Road  
Millersport, OH 43046

Fairfield County Commissioners  
Steve Davis, Jeff Fix & David Levacy  
210 E. Main St, Room 301  
Lancaster, OH. 43130

Dear Fairfield County Commissioners:

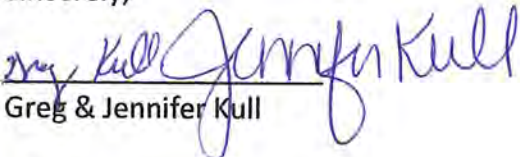
This letter is to voice our family's opposition to the proposed Eastern Cottontail Solar Project in Fairfield County and Walnut Township. Our family has lived in Fairfield County and Walnut Township for the majority of our life. We farm in this community, raise our families in what we thought was going to stay a quiet rural community.

We are opposed to this project on land designated as agriculture to change to a site for solar which will ruin the natural beauty of our homes and farm property. This project will change agriculture zoning to commercial on our quiet country road which will bring large trucks and equipment speeding down our quiet country road. It will change the landscape of farm fields to fields with roads through them with fencing around them. This will leave our township and county polluted and lower our property values.

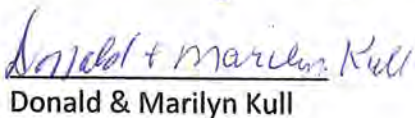
This solar has no benefit to Fairfield County or Walnut Township with the exception of a few land owners getting wealthy and the Eastern Cottontail Solar Project coming into our community promising donations to local organizations and tax dollars to persuade the community and local officials to support this project. We urge you to do the moral thing and vote no on changing our zoning and voting for this project.

Thank you for your consideration to oppose this project.

Sincerely,

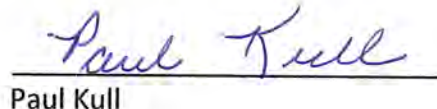
  
Greg & Jennifer Kull

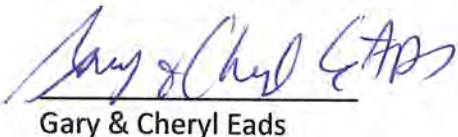
  
Bill & Andrea Putnam

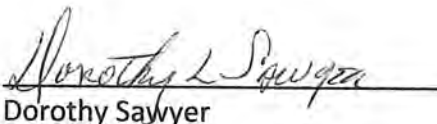
  
Donald & Marilyn Kull

  
Bruce & Deborah Turley

  
Dylan & Macey Kull

  
Paul Kull

  
Gary & Cheryl Eads

  
Dorothy Sawyer

  
Richard & Carol Pierce

March 3, 2023

Fairfield County Commissioners Office  
210 E. Main Street  
Suite 302  
Lancaster, OH 43130

Dear Fairfield County Commissioners:

As a landowner in Fairfield County, I am writing to express my strong opposition to constructing solar facilities on prime farmland. Solar facilities would involve clearing hundreds of acres of fertile soil and covering them with solar panels, a move that would have severe environmental, social, and economic implications.

Firstly, it is important to consider the impact that this project would have on the local environment. Prime farmland is a limited and valuable resource that plays a crucial role in supporting food production and ensuring food security. By covering it with solar panels, we would be depriving future generations of the opportunity to use this land for farming and food production. Additionally, the loss of natural vegetation and ecosystems on the farmland would have a significant impact on the local wildlife and biodiversity.

Furthermore, the construction of solar facilities on prime farmland would have negative social and economic impacts. These projects would require the displacement of many local farmers and rural communities who depend on this land for their livelihoods. The loss of jobs and income would have a devastating impact on the local economy and the wellbeing of the affected communities. Additionally, the potential for soil and water contamination during the construction and operation of solar facilities would have further negative impacts on human health and the environment.

I urge you to not approve any solar facilities on prime farmland. While renewable energy is an important goal, it is essential that we find ways to achieve this without sacrificing valuable farmland and the livelihoods of local communities.

Thank you for taking the time to consider my concerns.

Sincerely,



Beverly A. Sturm

Elder Family Farms  
5669 Elder Road  
Pleasantville, OH 43148



Fairfield County  
Health  
Department

# 2022

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## ANNUAL REPORT





# From the Commissioner

## R. Joseph Ebel, MS, MBA, REHS

As 2022 ended and I thought back over the past year that the Health Department has spent serving the people of Fairfield County I could not help but acknowledge the work that has been done to ensure the health, wellness, and safety for all.

Fairfield County Health Department (FCHD) staff continued our pandemic response activities, throughout 2022. In January, the surge of COVID-19 due to the Omicron variant, resulted in 8,871 new cases and 58 deaths during the month. Case rates quickly fell by March before climbing to nearly 1,500 cases per month during the summer. The availability of a new COVID-19 booster vaccine prompted an increase in booster doses given in the fall. County-wide, our combined private and public sector vaccine providers administered up to 400 new boosters each day.

In 2022, FCHD expanded our health promotion programming by adding new staff to engage the community and promote healthy lifestyles and injury prevention. New grant funded programs were added to address tobacco prevention and cessation, mental illness, safe sleep for new babies, and to promote general health and well-being through active living and healthy eating.

A renewed focus on quality, efficiency, and effectiveness, was launched last year. Starting with *Lean Six Sigma* yellow belt training for all FCHD staff, followed by *Lean Six Sigma* green belt certification for a core group of improvement team leaders. In 2023, we will continue identifying opportunities for improved quality and efficiency in the delivery of public health services across the county.

FCHD enhanced our summer mosquito control program by adding mosquito spraying to our vector-borne prevention services which previously included trapping and testing mosquitoes for illnesses including West Nile virus. Nearly 400 miles of roadways, streets, and alleys, were sprayed to control adult mosquitoes in nine communities over the summer and early months of the fall. Additionally, we hosted a scrap tire collection event which resulted in 4500 tires being collected.

In 2022 we began the process of completing the *Community Health Assessment* (CHA), which takes place every three years. FCHD worked with representatives from 30 different organizations to develop and send surveys to thousands of Fairfield County households. We received more than 700 responses and conducted key informant interviews with various community leaders. The results from the health assessment will be used to develop a Community Health Improvement Plan (CHIP) that will guide public health programs and investments over the next three years.

As we look to 2023, I look forward to continued growth and enhanced public health service delivery as we work with our community partners to prevent disease, promote healthy lifestyles, and protect the environment in

To Your Good Health,

Joe

03/07/2023056

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# Board of Health



**Steven Kapetansky, MD, MPH**  
President



**Brian Oliver**  
President Pro Tem



**Tina Childers**



**Teresa Wood, PhD, RN**

## Health Department Leadership



**R. Joseph Ebel, MS, MBA, REHS**  
Health Commissioner



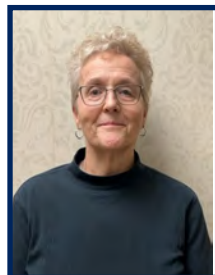
**Rachel Moresea, REHS**  
Director of Environmental  
Health Services



**Stephanie Fyffe, RN, MPH**  
Director of Public Health  
Nursing Services



**Jamie Ehorn, BBA**  
Director of  
Administrative Services



**Mary Smith, LSW, DTR, CLC**  
Director of WIC  
Services



**Baylie Blevins, BS**  
Planning and Performance  
Supervisor



**Bobby Persinger, BPS, MHS, OCPC**  
Health Promotion  
Supervisor

## 2022 Public Health Guardian Award



**F. David Petty**

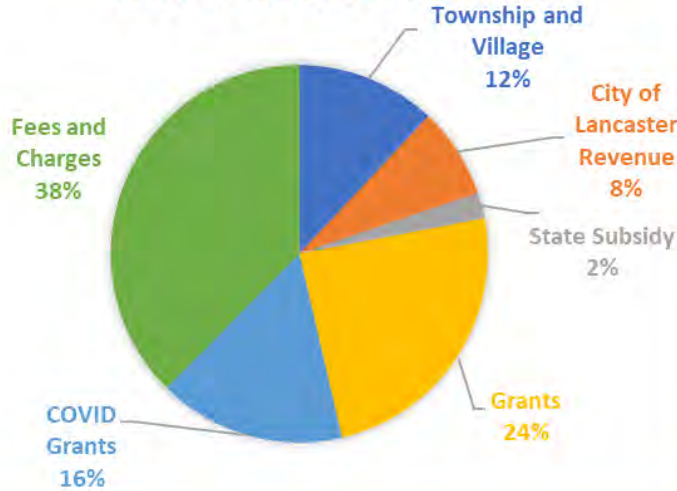
For his dedication to improving the health and well-being of the citizens of Fairfield County, the Fairfield County Board of Health posthumously named **F. David Petty** the 2022 recipient of the **Public Health Guardian** Award. David was a member of the Fairfield County Board of Health from 2010 until his passing in 2022, serving as President from 2011 through 2020.

David was very active throughout the county serving for 10 years as Bloom Township Clerk followed by two terms as a Bloom Township Trustee. Additionally, David was a FEMA-trained C.E.R.T. (Community Emergency Response Team) member, Red Cross volunteer, and member of the Bloom Township Volunteer Fire Department.

# 2022 Financial Report

Jamie Ehorn, BBA | Director of Administrative Services

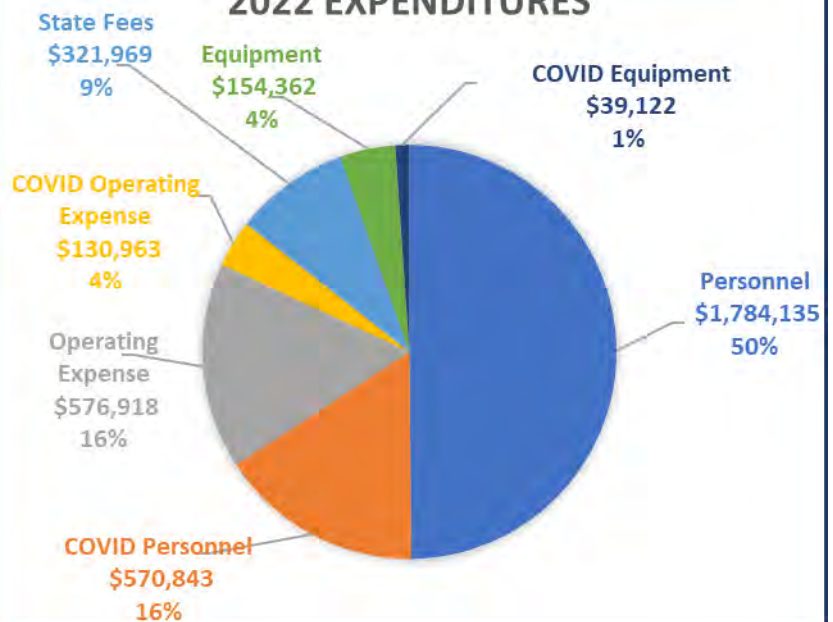
## 2022 FUNDING SOURCES



Funding Sources	2022
Township and Villages	\$ 540,095
City of Lancaster Revenue	\$ 350,000
State Subsidy	\$ 98,470
Grants	\$ 1,095,761
COVID Grants	\$ 721,607
Fees and Charges	\$ 1,689,844
<b>Total</b>	<b>\$ 4,495,777</b>

Expenditures	2022
Personnel	\$ 1,784,135
COVID Personnel	\$ 570,843
Operating Expense	\$ 576,918
COVID Operating Expense	\$ 130,963
State Fees	\$ 321,969
Equipment	\$ 154,362
COVID Equipment	\$ 39,122
<b>Total</b>	<b>\$ 3,578,312</b>

## 2022 EXPENDITURES



### Administrative Services Team:

Jamie Ehorn, BBA | Director  
 Kelly Brown | Account Specialist  
 Teresa Goddard | Clerical Specialist and Receptionist

Megan Baker | Clerical Specialist  
 Kelly Donley | Account Specialist  
 Pauletta Krieger | Vital Statistics Registrar

# Vital Statistics Report

Pauletta Krieger | Vital Statistics Registrar

## 2022 Vital Statistics

<b>Births for Fairfield County Residents</b>	<b>2021</b>	<b>2022</b>
<b>Total Births</b>	<b>1727</b>	<b>1740</b>
Mother's age under 18	13 (0.8%)	10 (0.6%)
Mother's age 18 to 19	40 (2.3%)	60 (3.5%)
<b>Deaths of Fairfield County Residents</b>	<b>2021</b>	<b>2022*</b>
<b>Total Deaths</b>	<b>1817</b>	<b>1692</b>
Deaths by Accident	126	113
Deaths by Cancer	315	327
Deaths by COVID-19	220	115
Deaths by Diabetes	50	51
Deaths by Heart Disease	331	297
Deaths by Homicide	11	5
Deaths by Suicide	29	22
All Other Causes	447	450
<b>Top Baby Names</b>	<b>2022</b>	
<b>BOYS</b>	Henry (14), Oliver (12), Hudson (10), Noah and Cooper (9)	
<b>GIRLS</b>	Charlotte and Olivia (10), Aurora (9), Ava (8), Emma and Evelyn (7)	

# PHN: Public Health Nursing

Stephanie Fyffe, RN, MPH | Director of Public Health Nursing

## Public Health Nursing Outreach

FCHD nursing staff provide a variety of educational presentations for the general public. Onsite clinics offer individuals, families, and local businesses the opportunity to receive vaccinations, information, and services which promote health and wellness.

## CMH: Children with Medical Handicaps

The CMH program is a health care program through the Ohio Department of Health which links families of children with special health care needs to a network of quality providers and assists with costs associated with services their children need.

FCHD supported **274** families throughout Fairfield County with CMH services.

## Help Me Grow (HMG)

In a partnership with the Lancaster-Fairfield Community Action, FCHD conducts regular home visits to families with children birth to 3 years old who may be experiencing special health care needs. Speech, occupational, and physical therapy evaluations are conducted in addition to early intervention processes to support entry into pre-school.

## Tuberculosis Unit

FCHD is the appointed TB Unit for the county and provides skin testing which screens for TB. Screenings are required for select school programs, employment, and medications. Additionally, FCHD arranges physicals for immigrants moving to Fairfield County. Lastly, FCHD provides case management for people who have active TB (DOT), side effects of prescriptions, investigations, and screenings of close contacts.

## Get Vaccinated Ohio

FCHD received the Get Vaccinated Ohio grant from the Ohio Department of Health (ODH). The grant focus on improving immunization rates in Fairfield County while removing barriers that prevent children from getting vaccinated. FCHD administered **583** vaccines in 2022.

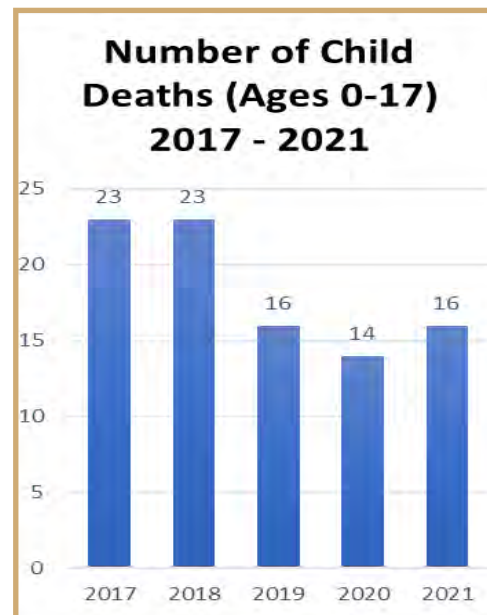
## Infections Disease Investigation and Control Program

Health departments are required to monitor and investigate reportable diseases. The Ohio reportable diseases are usually reported by laboratories, physicians or their offices, hospitals daycares, and schools.

The Infectious Disease Program is also responsible for COVID-19 contact tracing and case investigation. In addition to these services the program provides surveillance and guidance to community entities including long-term care facilities, schools, and daycares.

## Child Fatality Review Board

Established in 2000 by the Ohio General Assembly, the Child Fatality Review Board is chaired by the Health Commissioner and comprised of various community partner agencies. With a mission to reduce the incidence rate of preventable child death, the CFR Board meets to review and assess all county-wide childhood (birth to 17) deaths and create a report annually for the National Childhood Death Registry and the Ohio Department of Health.



## Public Health Nursing Team:

Stephanie Fyffe, RN, MPH | Director

Debra Smith | Clerical Specialist

Kimberly Yeager, RN, BSN | Immunization Coordinator

Gale Neville, RN, MSN | Infectious Disease Coordinator

Judy Tata-Scali, RN, BSN | Maternal-Child Health Coordinator

Latisha Dawson, RN, BSN | Contract COVID-19 Nurse



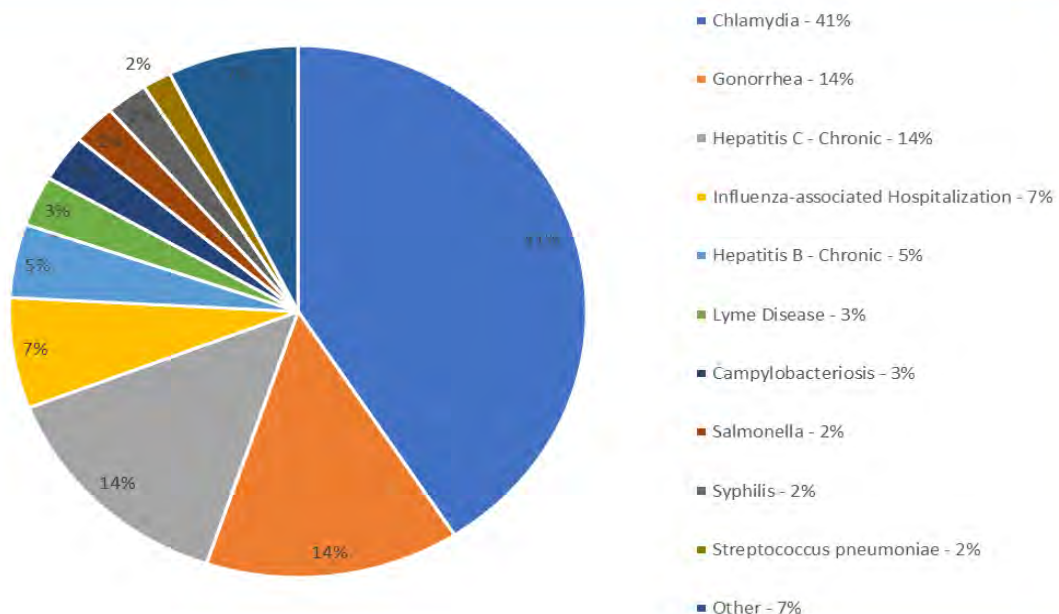
# Epidemiology Report

Mitchell McGuire, MPH | Epidemiologist

Fairfield County Health Department investigated 981 reported disease cases in 2022, excluding COVID-19 investigations. Chlamydia remained the most frequently reported disease accounting for 41% of all cases. Hepatitis C and gonorrhea cases were the next most frequently reported diseases. (Note: Not all diseases are required to be reported to local health departments. In Ohio, there are about 90 diseases that are considered reportable infectious diseases.)

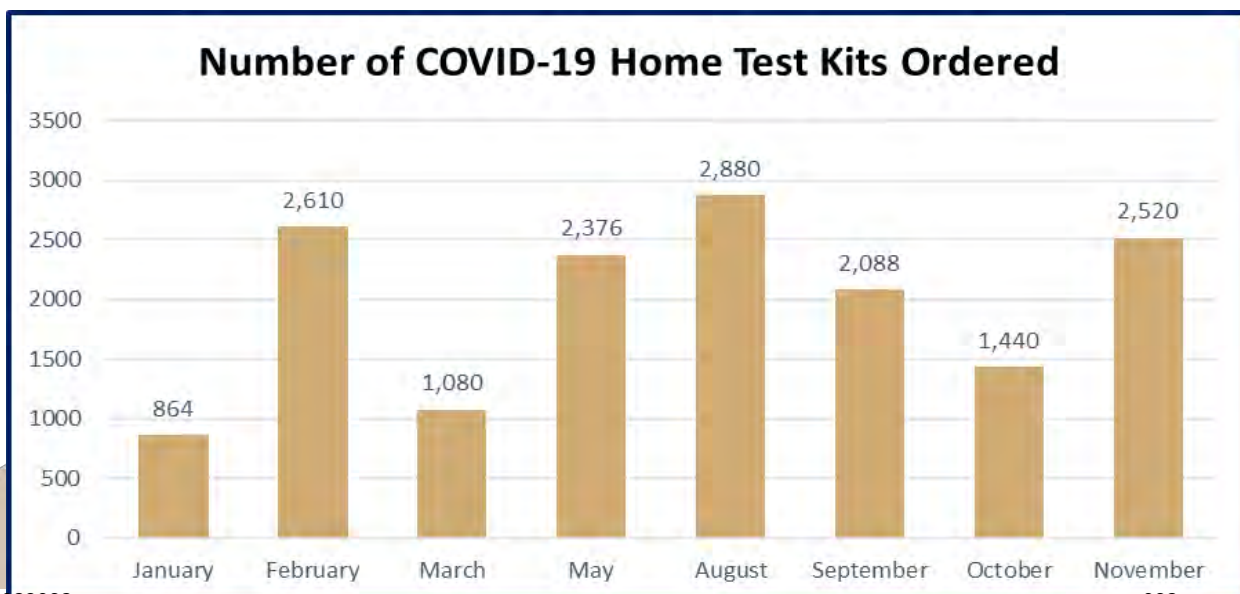
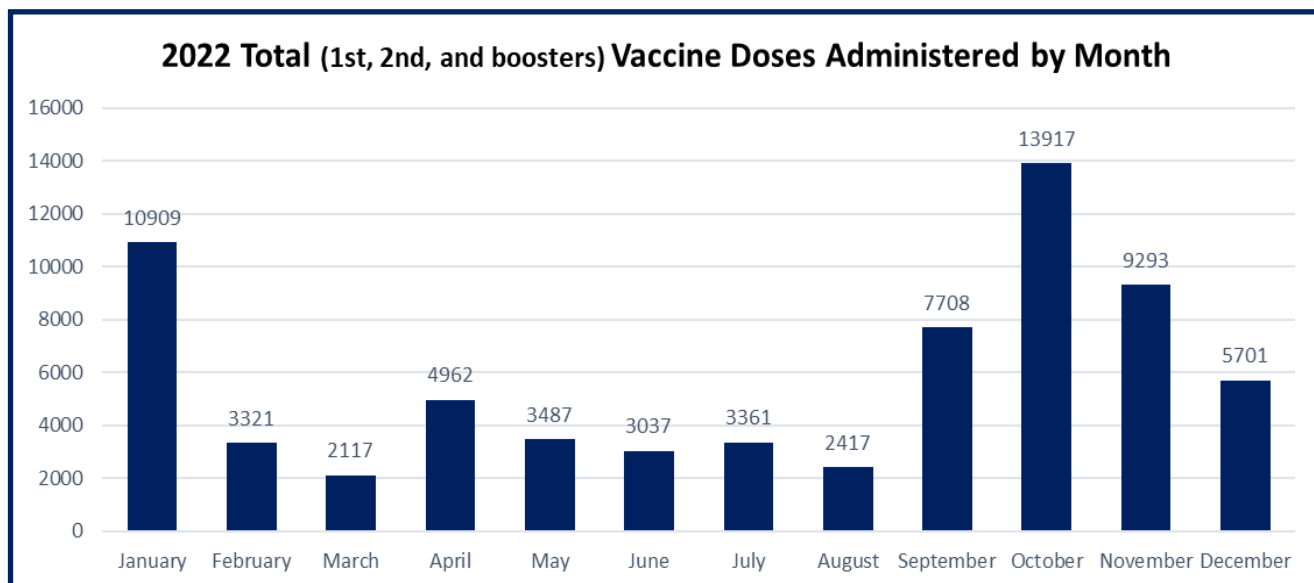
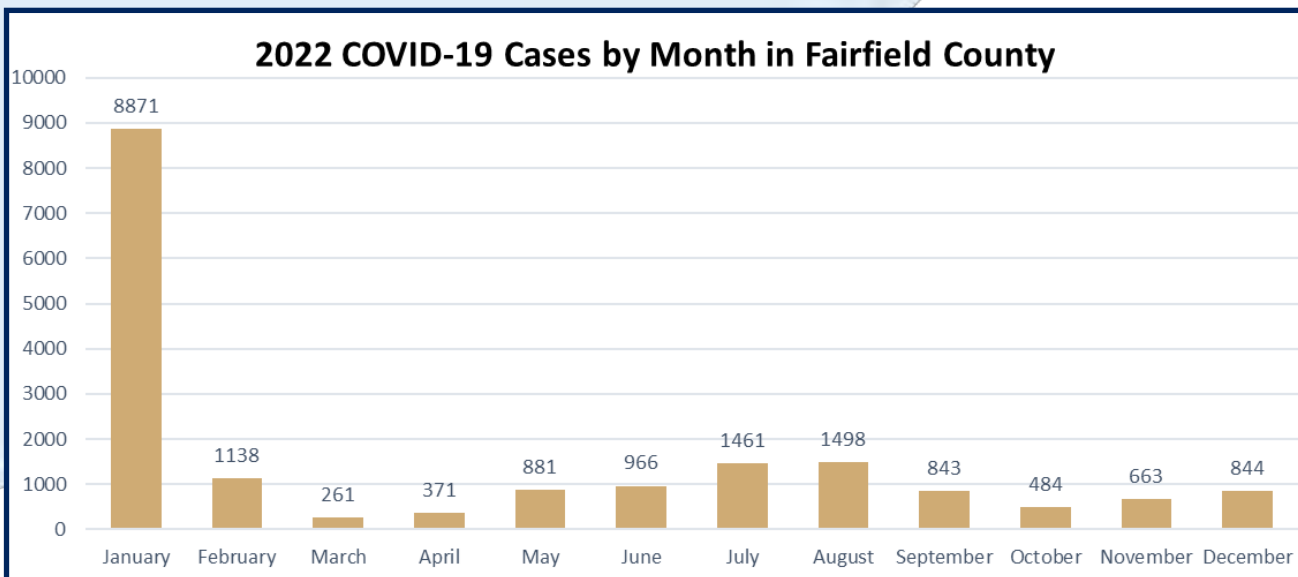
2022	Infectious Diseases Report (Excluding COVID-19 investigations)			
Flu	2020 Cases	2021 Cases	2022 Cases	2022 Incidence Rate (per 100,000)
Hospitalized Flu Cases	61	8	66	41.0
STDs	2020 Cases	2021 Cases	2022 Cases	2022 Incidence Rate (per 100,000)
Chlamydia	354	338	401	249.0
Gonorrhea	112	91	140	86.9
Hepatitis (A-C)	2020 Cases	2021 Cases	2022 Cases	2022 Incidence Rate (per 100,000)
Hepatitis A	3	4	0	0
Hepatitis B - chronic	19	28	44	27.3
Hepatitis C - chronic	85	106	137	85.1
Top 5 Diseases 2022	2020 Cases	2021 Cases	2022 Cases	2022 Incidence Rate (per 100,000)
Chlamydia infection	354	338	401	249.0
Gonococcal infection	112	91	140	86.9
Hepatitis C - chronic	85	106	137	85.1
Hospitalized Flu Cases	61	8	66	41.0
Hepatitis B - chronic	19	28	44	27.3

\*based on a countywide population of 161,064



# 2022 COVID-19 Update

Mitchell McGuire, MPH | Epidemiologist



# EHS: Environmental Health Services

Rachel Moresea, REHS | Director of Environmental Health Services

## **Food Safety Program**

FCHD protects citizens from foodborne illnesses through education as well as inspections of all food service and retail food establishments including: restaurants, grocery stores, mobile food services, food vending machines, and temporary food establishments.

## **MS4 Program**

As part of the U.S. EPA's effort to preserve, protect, and improve the nation's water resources from polluted storm water runoff, FCHD conducts Municipal Separate Storm Sewer System (MS4) inspections on discharging aeration systems in Violet Township, Liberty Township (sections 6 and 30R), and the Village of Lithopolis.

## **Rabies Control Program**

To prevent the spread, all reported animal bites are investigated by FCHD to determine if the animal has or is exhibiting signs of the rabies virus. FCHD encourages all pets be vaccinated and ensures all animals are quarantined and further action is taken when necessary.

## **Mosquito Control Program**

Annually, FCHD environmental health specialists spray for, collect, identify and test mosquitoes at various sites throughout the county. All mosquitoes are tested for various diseases including West Nile Virus. Mosquito control spraying was conducted on **400** miles of roadways during the 2022 season.

## **Recreation Safety Program**

FCHD inspects and issues permits to all county campgrounds, residential camps, public pools and spas in an effort to protect the public from injury, the potential for disease transmission, and provide a safe and healthy recreational environment.

## **Plumbing Program**

FCHD issues permits and performs inspections for all new homes and commercial buildings, existing home additions, and existing commercial building remodels.

## **School Safety Program**

FCHD performs annual school facility inspections to help county school districts improve the environmental health of their buildings.

## **Water Pollution Control Loan Fund**

FCHD receives funds from the Ohio EPA through the Water Pollution Control Loan Fund (WPCLF) to help low to moderate-income families repair or replace failing septic systems.

FCHD helped **11** families with complete system replacements in 2022.

## **Solid Waste Program**

FCHD is charged with regulating the collection, storage, and final disposal of all solid waste in Fairfield County through the Ohio EPA Solid Waste Program.

## **Body Art Safety Program**

Body art facilities are monitored and licensed to ensure safe and sanitary conditions. Body art establishments include businesses that offer tattoos, piercings, permanent makeup/cosmetics, and microblading.

## **Household and Small Flow Sewage Treatment Systems**

FCHD investigate all sewage nuisance complaints as well as inspects and issues permits for all new residential and commercial small flow septic systems and existing systems that require alteration or repair to ensure proper design and installation.

## **Private Water Systems**

To ensure safe drinking water, FCHD samples, inspects, and issues permits for homes served by a private water system including wells, cisterns, hauled water storage tanks, springs, and/or ponds.

## **Environmental Health Services Team:**

Rachel Moresea, REHS | Director

Jennifer Valentine, REHS | EHS Supervisor

Shelia Wolfe, REHS | EHS Supervisor

Brianna Boudinot, EHSIT | Environmental Health Specialist in Training

Marissa Daugherty, EHSIT | Clerical Specialist

Claire Donley | Environmental Health Specialist in Training

Nick McConnaughey, EHSIT | Environmental Health Specialist in Training

Kelsey Nein, EHSIT | Environmental Health Specialist in Training

Dennis Oliver | Plumbing Inspector

Cindy Sharpe | Clerical Specialist

Katie Wasky, EHSIT | Environmental Health Specialist in Training

McCray Wooten, EHSIT | Environmental Health Specialist in Training

# EHS: Environmental Health Services

Jennifer Valentine, REHS | Environmental Health Services Supervisor

## 2022 Environmental Health Inspections

Political Subdivision	Campgrounds	Public Pools	Mobile Home Parks	Animal Bites	Site Visits Total
Amanda (Twp)	0	0	0	3	0
Berne (Twp)	2	5	5	14	12
Bloom (Twp)	1	4	0	4	7
Clearcreek (Twp)	0	0	2	2	2
Greenfield (Twp)	0	3	1	6	2
Hocking (Twp)	0	1	0	5	0
Liberty (Twp)	1	1	0	11	2
Madison (Twp)	0	0	0	1	0
Pleasant (Twp)	0	2	0	8	2
Richland (Twp)	0	0	0	3	0
Rushcreek (Twp)	0	0	0	4	0
Violet (Twp)	0	3	0	17	2
Walnut (Twp)	1	0	2	1	4
Lancaster (City)	1	19	0	84	16
Pickerington (City)	0	N/A	0	6	0
Amanda (Village)	0	0	0	3	0
Baltimore (Village)	0	1	0	1	0
Bremen (Village)	0	2	0	1	2
Carroll (Village)	0	0	0	0	0
Lithopolis (Village)	0	0	1	2	1
Millersport (Village)	0	0	0	1	0
Pleasantville (Village)	0	2	0	2	0
Rushville (Village)	0	0	1	3	1
Stoutsville (Village)	0	0	0	0	0
Sugar Grove (Village)	0	0	0	1	0
Thurston (Village)	0	0	0	3	0
West Rushville (Village)	0	0	0	0	0
Buckeye Lake (Village)	0	0	0	0	0
<b>Totals</b>	<b>6</b>	<b>43</b>	<b>14</b>	<b>192</b>	<b>53</b>

# EHS: Environmental Health Services

Jennifer Valentine, REHS | Environmental Health Services Supervisor

## 2022 Environmental Health Inspections

Political Subdivision	Sewage Permits	Well Permits	Lot Splits and Inspections	Nuisance complaints	Complaints abated	Total Site Visits
Amanda (Twp)	11	13	2	3	2	20
Berne (Twp)	18	21	4	7	7	36
Bloom (Twp)	39	49	6	2	1	72
Clearcreek (Twp)	15	10	3	1	1	19
Greenfield (Twp)	17	21	8	4	3	30
Hocking (Twp)	11	10	5	1	1	17
Liberty (Twp)	25	32	7	2	2	42
Madison (Twp)	13	15	3			18
Pleasant (Twp)	25	30	5	1	1	37
Richland (Twp)	2	2	2			10
Rushcreek (Twp)	21	16	5	2	2	30
Violet (Twp)	13	15	4	15	9	41
Walnut (Twp)	11	31	3	3	3	39
Lancaster (City)	1		1	2	1	4
Pickerington (City)						
Amanda (Village)						
Baltimore (Village)						
Bremen (Village)				1	1	2
Carroll (Village)						
Lithopolis (Village)						
Millersport (Village)				1	1	1
Pleasantville (Village)						
Rushville (Village)						
Stoutsville (Village)						
Thurston (Village)						
West Rushville (Village)						
Buckeye Lake (Village)						

# EHS: Environmental Health Services

Shelia Wolfe, REHS | Environmental Health Services Supervisor

## 2022 Environmental Health Inspections

Political Subdivision	Retail Food Establishments	Food Service Operations	Mobile	Vending	Total
Amanda (Twp)	4	4	0	0	8
Berne (Twp)	0	14	11	0	25
Bloom (Twp)	0	5	2	0	7
Clearcreek (Twp)	6	0	0	0	6
Greenfield (Twp)	6	26	2	0	34
Hocking (Twp)	4	4	2	3	13
Liberty (Twp)	0	12	1	0	13
Madison (Twp)	0	0	2	0	2
Pleasant (Twp)	4	8	4	1	17
Richland (Twp)	0	4	3	0	7
Rushcreek (Twp)	4	4	1	0	9
Violet (Twp)	4	42	5	0	51
Walnut (Twp)	4	10	3	1	18
Lancaster (City)	294	482	39	30	845
Pickerington (City)	6	25	16	0	47
Amanda (Village)	6	12	2	0	20
Baltimore (Village)	21	36	14	3	74
Bremen (Village)	3	18	1	1	23
Carroll (Village)	6	21	4	0	31
Lithopolis (Village)	6	14	2	0	22
Millersport (Village)	12	26	13	0	51
Pleasantville (Village)	4	2	0	0	6
Rushville (Village)	4	0	1	0	5
Stoutsville (Village)	4	2	2	0	8
Thurston (Village)	0	2	0	0	2
West Rushville (Village)	2	0	1	0	3
Buckeye Lake (Village)	0	0	0	0	0
<b>Totals</b>	<b>404</b>	<b>773</b>	<b>131</b>	<b>39</b>	<b>1,347</b>



# P&P: Planning and Performance

Baylie Blevins, BS | Planning & Performance Supervisor

## Performance and Planning Services

FCHD is responsible for all quality improvement efforts as well as the creation, maintenance, and management of all public health emergency response plans. Countywide plans are activated when a public health pandemic, outbreak or incident threatens to or impacts the health of the residents of Fairfield County.

FCHD epidemiologists investigate and monitor communicable, infectious, and chronic diseases impacting the county and provide critical data to the statewide epidemiological infrastructure.

FCHD staff participated in over **1,000** hours of professional development. Through the *Lean Six Sigma* process, FCHD conducted four quality improvement (QI) projects in 2022.

QI Projects focused on improving the new employee on-boarding process as well as shortening the length of time it takes for new clients to initiate engagement with the WIC team.

## Public Health Accreditation

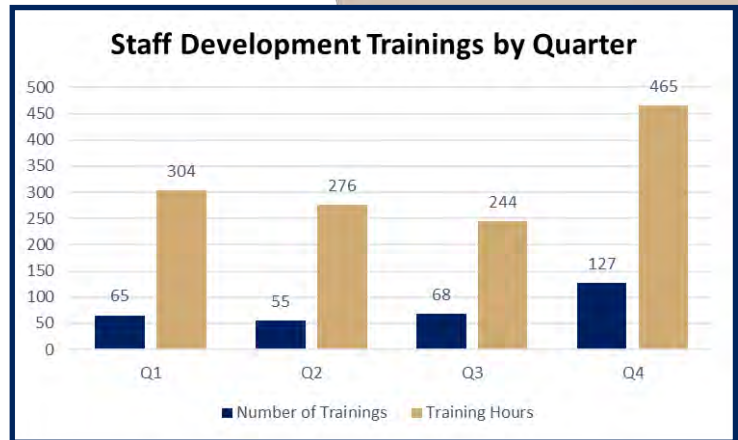
FCHD received national accreditation through the Public Health Accreditation Board in 2020. To maintain the standards for certification, FCHD is expected to ensure staff are adequately trained, services are delivered effectively, and quality assurance is guaranteed.

## Public Health Emergency Preparedness

FCHD engages community partners in response to public health emergencies in an effort to maintain business continuity, manage mass care events, and facilitate response to pandemics and other events that could impact the general public. FCHD also organizes and oversees county training exercises.

## Medical Reserve Corps (MRC)

The U.S. Department of Health and Human Services established the Medical Reserve Corps (MRC) after the attacks on September 11, 2001. The Fairfield County Medical Reserve Corps was re-established in 2021 with funding through the National Association of City and County Health Officials (NACCHO) and has continued to impact and serve the citizens of the county since.



## DIVISION HIGHLIGHTS

- FCHD Conducted **three** countywide emergency preparedness exercises.
- FCHD employees participated in **47** professional growth and development trainings.
- FCHD staff participate in **8** local and statewide collaboratives including the Central Region Coalition Operations Advisory Board of the Central Ohio Trauma System.

## Planning and Performance Team:

Baylie Blevins, BS | Supervisor  
Stacey Hughes | COVID-19 Contract Tracer

Madison Gardner | COVID-19 Contract Tracer  
Mitchell McGuire, MPH | Epidemiologist

# HPS: Health Promotion Services

Bobby Persinger, BPS, MHS, OCPC | Health Promotion Supervisor

## Community Education and Outreach

To continue to promote health, wellness and safety, FCHD collaborated with multiple county organizations including the Fairfield County Suicide Prevention Coalition, Project F.O.R.T. and the Juvenile Detention Alternative Initiative.

FCHD participated in nearly **20** community-based health presentations in 2022.

## Promoting Health

**HEAL Initiative:** Through community assessment, partner engagement, and policy creation, FCHD began promoting healthy eating and active living within schools, businesses, and homes through the HEAL grant, funded by the Ohio Department of Health (ODH).

**Whole Health Initiative:** With support from the Aladdin Shriners Hospital Association for Children, FCHD distributed “whole health bags” complete with healthy recipes, personal hygiene products, and physical activity booklets and promoted general health and wellness to **837** elementary, intermediate, and middle school students across Fairfield County.

Additionally, **three** county middle schools were awarded “school kits” with jump ropes, exercise cards, frisbees, and healthy eating activity booklets to encourage healthy eating and active living at school.

## Promoting Safety

FCHD promoted safe sleep practices for infants and newborns and distributed **167** “crib kits” containing a cribette, fitted sheet, and sleep sack to new parents throughout the county.

## Promoting Family Connection and Literacy

FCHD provided literacy packs, complete with educational materials and books to **300** families across Fairfield County in an effort to promote reading and family bonding through funding from the Fairfield County Foundation’s Terry A. McGhee and Sally J. Grimm Community Fund.

## Promoting Mental Wellness

With funding from the Ohio Center for Excellence in Behavioral Health Prevention and Promotion, FCHD utilized social media, direct-to-consumer outreach, and the creation of a new website to develop a multifaceted community awareness campaign dedicated to promoting positive mental health and suicide prevention.

## Preventing Addiction and Dependence

FCHD continued efforts to reduce dependence on nicotine and support cessation efforts through the ODH Tobacco Prevention and Cessation grant.

FCHD trained **42** health professionals and partnered with local medical providers and ended 2022 in the top **10** for funded counties with the highest public engagement with the Ohio Tobacco QuitLine.

### DIVISION HIGHLIGHTS

- FCHD disseminated more than **15,000** free COVID-19 home test kits to Fairfield County schools, businesses, and residents in 2022.
- FCHD became a partner in the statewide literacy collaboration with Dolly Parton’s *Imagination Library*.
- To strengthen community partnerships and expand countywide efforts to promote overall health, FCHD established the Healthy Fairfield County Coalition.

### Health Promotions Team:

Bobby Persinger, BPS, MHS, OCPC | Supervisor  
Elizabeth Elliott, RA | Health Educator  
Hannah Josefczyk, RA, CHES | Health Educator



# WIC: Women, Infants, and Children

Mary Smith, LSW, DTR, CLC | Director of WIC Services

## Breastfeeding Program

FCHD provides breastfeeding education and consultation to women who are pregnant or recently gave birth. Certified Lactation Consultants, Specialists, and breastfeeding peer helpers support new moms as they embark on the journey of breastfeeding.

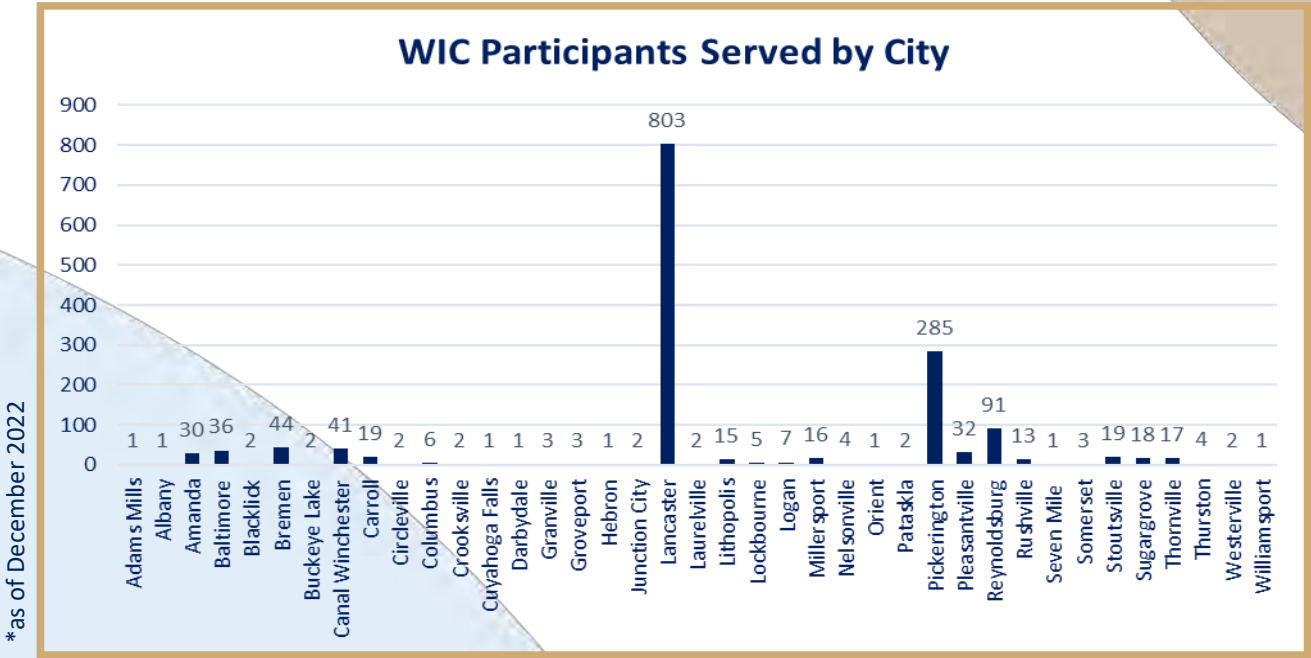
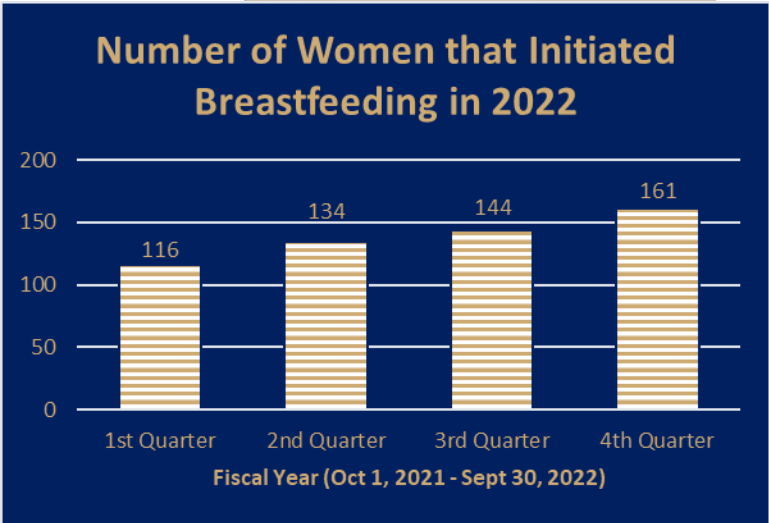
Fairfield County had a monthly average of **\$153,054.75** in authorized WIC vendor redemption.

## Nutrition Program

FCHD provides nutrition education and healthy foods which promote overall wellness for pregnant women, women who recently gave birth, breastfeeding mothers, infants, and children up to age five.

After enrollment, WIC clients can receive information on healthy eating, referrals to specialty health care professionals, and general parenting education at the two countywide locations in Lancaster and Pickerington.

FCHD promotes healthy eating by partnering with local Farmer’s Market vendors and offering fresh fruit and vegetable options for WIC clients.



## WIC Team:

Mary Smith, LSW, DTR, CLC | Director  
Jordan Miller, RD, LD | Nutrition Coordinator and Dietitian  
Lucinda Robinson, CLC | WIC Nutrition Assistant

Cheryl Hopkins, RD, LD, CLS | WIC Dietitian  
Kaleigh Pulsinelli, BFA | Breastfeeding Peer Helper  
Denise Roudabush | WIC Nutrition Assistant



Fairfield County  
**Health  
Department**

1550 Sheridan Dr. Ste.100  
Lancaster, OH 43130





# ATHLETES *of the* WEEK

**MICHAEL LEVACY**  
MILLERSPORT BASKETBALL



Levacy, a senior, connected on 11 field goals and five throws and finished with 27 points to help lead the Lakers to a 52-43 Division IV tournament win over Madison Christian and send the Lakers to the district semifinals.

Bruce, a junior, had an outstanding game as she scored 19 points, grabbed nine rebounds, blocked five shots, and dished out three assists to help lead the Irish to a 51-42 Division IV district championship win over Mount Gilead.

**ELLIE BRUCE**  
FISHER CATHOLIC BASKETBALL



Fairfield  
Medical Center

740-687-8000

[www.fmchealth.org](http://www.fmchealth.org)



# Aces of Trades: County administrator Aundrea Cordle's career started in broadcasting



**Jeff Barron**

Lancaster Eagle-Gazette

LANCASTER – From broadcasting to county government. That's the career path Fairfield County Administrator Aundrea Cordle has taken.

"As county administrator, I work directly for all three commissioners and oversee all of the county departments that are under the direction of the commissioners," she said. "The commissioners work as a board and the county administrator is helpful keeping things moving within the county with all the different programs and agencies the commissioners oversee."

While the three county commission seats are elected positions, the county administrator is not. Since she answers to the commissioners, that means Cordle has three bosses. But she said that's not a problem with the current commission of Steve Davis, Jeff Fix and Dave Levacy.

"They are all committed to the county and their responsibility to the county," Cordle said. "For the most part they're all moving in the same direction and wanting the best for Fairfield County. So that makes it easy. They're three different personalities, distinct personalities. But it's actually a pleasure to work for all three of them."

Cordle has been a county employee since 1989. She has served as the county human resource director and served as the county job and family services agency director, among other positions.

Before that, she planned to pursue a career in radio and television broadcasting after graduating from Ohio University in 1993. She once sold advertising for a radio station in Parkersburg, West Virginia, but did not like it.

"That was very short-lived," she said of her broadcasting career. "Very short-lived. I realized that was not the career path for me. If I'd had a little more confidence, then I could

have been on screen or on air and may have ended up in a different place. But definitely over time I feel like I've gained that confidence."

Cordle has held an elected position at one time when she was on the city school board.

"I wasn't successful," she said. "I was appointed to a vacant seat but wasn't successful in being elected to continue on. But that kind of was the deciding factor for me whether I'd pursue that in the future. I felt like I could contribute more and better by just being a volunteer within the schools and being active and being helpful."

So, would Cordle ever run for another elected position?

"Never say never to anything," she said. "But it's not something on the to-do list."

Away from work, Cordle said family is a huge part of her life. She said it's sometimes hard to find a balance between family and a high-level position like hers.

Cordle is married to husband, Greg, and is the mother of two adult children.

She also enjoys traveling, hiking, and spending time with friends.

*jbarron@gannett.com*

*740-681-4340*

*Twitter: @JeffDBarron*





VALEDA A. SLONE  
Clerk

# FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street Post Office Box 2390 Lancaster, Ohio 43130-5390

Telephone: 740-687-6621

E-mail: clerk@fcmcourt.org

Web: www.fcmcourt.org

March 1, 2023

Dr. Carri Brown  
Fairfield County Auditor  
210 E. Main Street  
Lancaster, OH 43130

RE: Fees collected in the Fairfield County Municipal Court, **Criminal/Traffic Division**, for the month of February, 2023.

10% OSP Fines.....	\$1647.50
Regular Fines.....	990.00
Uniform Fines.....	5368.51
Gross Overload.....	7439.00
50% Liquor Fines .....	155.50
OVI Housing.....	1561.08
Sheriff's Department OVI.....	50.00
Affidavit of Indigency .....	2057.03
Dog Fines.....	400.00
Parks & Recreation.....	0.00
Parks & Recreation OVI.....	0.00
Witness Fees .....	0.00
Expungement Fees .....	140.00
Jury Fees .....	0.00
<b>TOTAL.....</b>	<b>\$19,808.62</b>

Sincerely,

*Valeda A. Slone*

Valeda A. Slone  
Clerk of Court

xc: Fairfield County Commissioners  
Fairfield County Engineer  
Sheriff Alex Lape (FCSO)  
Deputy Robert Mead (FCSO)  
Fairfield County Dog Shelter

enclosures

/tlh  
03/07/2023074

# You're Invited

Child Abuse Prevention Month  
**AWARENESS BREAKFAST**



You're invited to join us and other community members as we wear **BLUE** and gather together to raise awareness about child abuse and neglect.

**April 12, 2023**

**8-10 a.m.**

Life Church Vineyard  
5550 Lancaster-Newark Rd. NE  
Pleasantville, OH 43148

*wear*  
**BLUE**  
on April 12

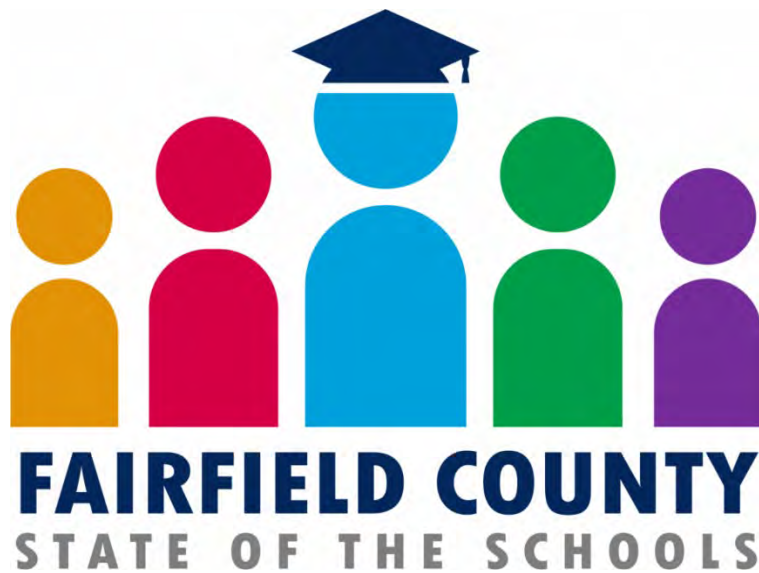
#WearBlue4Kids

## AGENDA

- Welcome/Reception
- Proclamation
- Presentation:
  - Partnering with Ohio Parents - Presented by ODJFS and SAFY
- Partner for Kids Award Presentation
- Closing Remarks

*Reception and networking will be from 8-8:30 a.m. Presentations begin at 8:30 a.m.*

#OhioWearsBlue



## Fairfield County State of the Schools

Join the Lancaster Fairfield County Chamber of Commerce  
for the 2023 State of the Schools presentation!

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***Thursday, March 30***

Registration begins at 11:15 a.m. | Lunch to be served at 11:30 a.m.

***Stanbery Career Center***

345 E. Mulbery Street, Lancaster



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Lunch prepared by Lancaster High School Culinary Students

Entertainment by LHS Chamber Singers

**\$20**

Members

**\$25**

Non-Members

**Register Here**

***Registration closes Thursday, March 23 at 4 p.m.***



FOLLOW US!



*Economic Development Strategic Plan and Update  
to the 2018 Comprehensive Land Use Plan*

# Join Us!

The Fairfield County Commissioners are creating a plan to prepare for future development in our county and would like feedback from the community.

## March 13

## 5:30 - 7 pm

### Fairfield County Workforce Center

4465 Coonpath Rd NW, Carroll, OH 43112



- Get familiar with the planning process
- Speak to members of the planning team
- Share your opinions on the future of development

Register for the event at  
**[tinyurl.com/3wy3mdsj](https://tinyurl.com/3wy3mdsj)**  
and follow us at  
**[co.fairfield.oh.us/rpc/CPU/](https://co.fairfield.oh.us/rpc/CPU/)**

REGULAR MEETING #9 - 2023  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
MARCH 07, 2023

AGENDA FOR TUESDAY, MARCH 07, 2023

- 7:00 PM                      Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for February 28, 2023
- Commissioners
- 2023-03.07.a              A resolution to approve signing an agreement relating to Teva, Allergan, CVS, Walgreens and Walmart as presented by legal counsel for national opioid litigation. [Commissioners]
- 2023-03.07.b              A resolution to approve an account to account transfer into a major expenditure object category for Fund# 2788, Subfund# 8258 FY2020 CDBG Allocation Grant [Commissioners]
- 2023-03.07.c              A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2788, Subfund# 8257 FY2020 CDBG CIP Grant. [Commissioners]
- 2023-03.07.d              A resolution authorizing a fund to fund transfer for the 2nd half 2023 Allocation for Soil & Water [Commissioners]
- 2023-03.07.e              A resolution authorizing a fund to fund transfer –General Fund # 1001 to Capital Improvement Fund # 3435 [Commissioners]
- 2023-03.07.f              A resolution authorizing fund to fund transfers from the General Fund # 1001 to: #4550, #4809, #4851, #4714, #4819, & #4878 for Debt Service Payments for 2023. [Commissioners]
- 2023-03.07.g              A resolution to authorize the establishment of a new fund and 2023 Budget for the Brownfield Remediation Program Grant [Commissioners]
- Fairfield County Clerk of Courts- Title Division
- 2023-03.07.h              A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division [Clerk of Courts- Title]

Fairfield County Engineer

- 2023-03.07.i A resolution establishing a truck engine brake noise reduction zone on a designated portion of Coonpath Road (CR 31) [Engineer]
- 2023-03.07.j A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment [Engineer]
- 2023-03.07.k A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94 [Engineer]
- 2023-03.07.l A Resolution to Approve the Construction Drawings for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project. [Engineer]
- 2023-03.07.m A resolution to approve an Agreement between Fairfield County and DLZ Ohio, Inc. [Engineer]
- 2023-03.07.n A Resolution to Approve Advertising for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project. [Engineer]

Fairfield County Family, Adult and Children First Council

- 2023-03.07.o A resolution to approve a reimbursement for Intensive Home-Based Therapy paid for by Fairfield County ADAMH as a memo expense receipt for fund# 7521 Family, Adult, and Children First Council [Family, Adult and Children First Council]
- 2023-03.07.p A resolution regarding a memorandum of understanding between the Fairfield County Family, Adult and Children First Council and the Fairfield County ADAMH. [Family, Adult and Children First Council]
- 2023-03.07.q A resolution regarding a memorandum of understanding between the Fairfield County Family, Adult and Children First Council and the Fairfield County ADAMH. [Family, Adult and Children First Council]

Fairfield County Job and Family Services

- 2023-03.07.r A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Subpoena Service Plus. [JFS]
- 2023-03.07.s A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Muskingum County Adult and Child Protective Services [JFS]
- 2023-03.07.t A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division. [JFS]

Fairfield County Juvenile/Probate Court

2023-03.07.u A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2882 Annie E. Casey Fund [Juvenile/Probate Court]

2023-03.07.v A resolution approving an account to account transfer [Juvenile Court] [Juvenile/Probate Court]

Fairfield County Regional Planning Commission

2023-03.07.w A resolution to approve Conditional Acceptance of modification repairs to the storm water retention basin walls for protection from stream erosion and release the current performance bond provided just for the pond repairs. The storm water basin is located in reserve B of Spring Creek Section 3, Phase 2 subdivision in Violet Township and the county currently holds a performance bond for this section. [Regional Planning Commission]

Fairfield County Utilities Department

2023-03.07.x A resolution of increasing appropriations, appropriate from unappropriate, and fund to fund transfer for Utilities Funds 5044, 5841 & 5854 [Utilities] [Utilities]

Payment of Bills

2023-03.07.y 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 March 14, 2023, at 9:00 a.m., Commissioners' Hearing Room, 210 E. Main St., Lancaster

Adjourn

**Regular Meeting #8 - 2023**  
**Fairfield County Commissioners' Office**  
**February 28, 2023**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Steve Davis and Dave Levacy. Also present: Aundrea Cordle, Jeff Porter, Bennett Niceswanger, Bart Hampson, Tony Vogel, Jon Kochis, Jonathan Ferbrache, Jeremiah Upp, Vince Carpico, Marty Norris, Jennifer Sturgeon, Audrey Stoffel, Dr. Carri Brown, Rick Szabrak, Staci Knisley, Steve Feeney, Heather O'Keefe, Lisa McKenzie, Corey Clark, Amy Brown-Thompson, Steven Darnell, Dan Neeley, Bayley Fields, Anthony Iachini, Adam Sedlacko, Anne Mikan, Angel Conrad, Dr. David Uhl, Frank Martin, Barb Martin, Emily Hayek, and Garland Snyder.

Attending virtually: Tony Vogel, Park Russell, Sara Madenwald, Lori Hawk, Lynette Barnhart, Jim Bahnsen, Shelby Hunt, Raz Sabaiduc, Marcy Fields, Ashley Arter, Jared Collins, Jeff Barron, Tiffany Wilson, Jessica Murphy, Christina Foster, Britney Lee, and Alex Lape.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance. He asked Assistant Director of JFS, Heather O'Keefe, to introduce new staff members Ashley Fahner and Britney Throckmorton from the JFS Human Resources team.

Commissioner Levacy welcomed everyone and spoke about the United Way Annual Meeting & Awards Banquet he attended earlier.

**Hot Topics in Economic & Workforce Development**

Commissioner Davis spoke about the meeting in Liberty Township Trustee Town Hall meeting the previous night. He thought all the speakers did a great job of conveying their information and thanked everyone for attending.

Director of Economic & Workforce Development, Rick Szabrak, provided an update on hot topics related to economic and workforce development. He began by introducing the employees of the Economic & Workforce Development team.

Rick went on to speak about the Route 33 CRA which is a tool used to get companies to locate to Fairfield County. The CRA focuses on the Basil Western Development, which totals 380 acres. His team has been working with the Transportation Improvement District to make that area conducive to potentially higher levels of trucking traffic.

Rick spoke about the Fairfield 33 Alliance which is working with Krile Communications to market a message about investing in the future of Fairfield County. He also spoke about Alleguard, a foam solutions company located in Fairfield County, that received a training grant from the County. He showed a Spectrum News interview with Alleguard where they reference the assistance Fairfield County has provided.

Rick called attention to the public meeting for the Active Transportation Plan which will be conducted soon. He added that drivers' education classes have begun at the Workforce Center.

Commissioner Davis explained that the percentage of people between 16 and 19 years of age with a driver's license has dramatically decreased since he got his license at 16. He offered his concerns for the workforce not having abundant access to workers in the 16-19 age range caused by the lack of drivers licenses in that age group. He is interested in making that option available and is looking forward to seeing those services positively impact the number of licensed drivers.

**Regular Meeting #8 - 2023**  
**Fairfield County Commissioners' Office**  
**February 28, 2023**

Rick stated the Workforce Center encourages students to take drivers education classes so they are able to reliably commute to work. He spoke on some other programs that are offered at the Workforce Center which includes the pre-apprenticeship programs for electric, water/wastewater management, carpentry, and HVAC. CDL training is also offered.

Economic & Workforce Development received a grant to run a campaign to get people interested in available jobs. He reported that they have had 150 leads since enacting the campaign. They have contracted with Innerphase Video, a local company, to run videos showcasing companies and increase interest in the workforce. Rick played one of the videos which focuses on Mid West Fabricating Co.

Commissioner Davis pointed out that Eastland Fairfield Career & Tech is now a local partner with the Workforce Center.

Rick explained the attitude of Eastland Fairfield has changed drastically in the last six months and they have seen the benefits of partnering with the Workforce Center.

Commissioner Davis thanked Rick and his team for their work in the community. He thinks his team is positioning the County for exciting opportunities.

Commissioner Levacy stated the importance of being able to collaborate with Eastland Fairfield Career & Tech.

**Public Comments**

Steve Feeney from Lancaster offered his concerns for solar energy.

Emily Hayek from Pleasantville offered her concerns for solar energy.

Garland Snyder from Millersport offered his concerns for solar energy.

Commissioner Davis stated the Public Comments section is a time where the Commissioners listen. It is not a time for debate or back and forth conversation. He does not want people to misinterpret their silence as them not listening.

**Legal Update**

None.

**County Administration Update**

**Week in Review**

*ARP Update*

From the \$30,606,902 received as the first and second tranche of fiscal recovery funds. \$22.2M has been appropriated, \$11.6M expended, \$4.2M encumbered or obligated.

Received update timeline and planning from ADAMH.

*Senator Brown Organized Summer Manufacturing Camp Summit*

**Regular Meeting #8 - 2023**  
**Fairfield County Commissioners' Office**  
**February 28, 2023**

U.S. Senator Sherrod Brown spoke with manufacturing, education, and community partners at the Summer Manufacturing Institute Summit, as they work to plan for this summer's camps. Brown was joined by Evelyn Neeley, a graduate of the Summer Manufacturing Institute, who plans to pursue a STEM career because of her experience attending the Fairfield County Summer Manufacturing Camp in 2018, when she was a rising 8th grader.

Information Technology Director, Dan Neeley, stated the Fairfield County Summer Manufacturing Camp has been a great source of inspiration for his daughter Evelyn.

*Resolution Establishing Truck Engine Brake Noise Reduction Zone on a Designated Portion of Coonpath Road*

County Engineer, Jeremiah Upp, has received complaints regarding excessive noise emitted by engine combustion exhaust systems from commercial vehicles on parts of Coonpath Road (CR 31), located in Fairfield County and is therefore recommending that the Board of Commissioners impose certain noise restrictions emanating from the usage of truck engine brakes within the limits of truck engine brake noise reduction zones on Coonpath Road in Greenfield Township from a point 800 feet west of Election House Road (CR 40) to State Route 37 in Pleasant Township (3.85 miles in length).

Commissioner Davis asked if the engine brake is used in a downhill situation.

Jeremiah stated trucks use it to stop at any place but especially when they are going downhill. The issue comes stems altered exhausts and older model trucks that don't have the current systems.

*United Way Awards Banquet*

Fairfield County received the Chairman's Award at the United Way Awards Banquet in recognition of County giving increasing by \$17,000. The Sheriff's and Auditor's office, both received individual recognition as well. Donna Stalter of JFS received the Advocate Award and Anne Mikan of DD received campaign coordination award and Jeff Porter was recognized for his service as Board President.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 18 resolutions for the voting meeting.

Resolutions of note:

- A resolution authorizing the approval of 5 proclamations- Mary Ann Murphy, DD Awareness Month, Severe Weather Week (March 19-25), Sunshine Week (March 12-18), World Water Day (March 22).
- A resolution to appropriate monies for health Department upgrades and transit study.
- A resolution to approve ARP funding for Village of Baltimore and the Village of Pleasantville water project.
- A resolution to sign the Escrow Agreement for the Rickly Farm and authorization to sign the Agricultural Easement for the Rickly Farm, 7390 Westfall Road SW



**Regular Meeting #8 - 2023**  
**Fairfield County Commissioners' Office**  
**February 28, 2023**

Amanda, OH, at a closing to be scheduled through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture.

Jonathan Ferbrache from Fairfield Sol & Water Conservation District stated this was a farm that was selected last fall and they are close to closing on it within the year.

Commissioner Davis spoke on the Transit resolution and mentioned they will have a meeting with RLS to look into transit and transit solutions.

**Budget Review**

- Budget Director, Bart Hampson, provided a Sales Tax update

**Recognition**

- County Auditor, Dr. Brown shared, that Fairfield County will be well represented on the state of Ohio's Geographically Referenced Information Program Advisory Council (part of DAS). The goal is to develop a statewide parcel database. This will result in a way to share and distribute parcel data more effectively. Dr. Brown congratulated Dave Burgei, REA Director, for being selected to serve on this statewide advisory committee.
- Thank you to the IT Team, specifically Michael and Alex for their work on the Clerk of Courts Pickerington Title office move to The Fairfield Center.
- Thank you to Sergeant Burke for his assistance with crowd and parking management at the Liberty Township Trustee meeting last night.
- Great job to Engineer, Jeremiah Upp, Utilities Director, Tony Vogel, and Rick Szabrak for their presentation and Q&A follow up at the Liberty Township trustee meeting.
- Clerk of Courts, Branden Meyer, thanked Dan Neely and Brian Plummer for working with MOVIS on the access controls for the new office.
- Clerk of Courts, Branden Meyer, thanked Michael Scamyhorn for working on the network connectivity.
- Clerk of Courts, Branden Meyer, thanked Alex Johnson for getting the computer parts and pieces moved from the old office and getting them all setup at the new office.
- Clerk of Courts, Branden Meyer, thanked Jon Kochis, Tammy Smith and the facilities team for their hard work and effort assisting in getting things moved from the old office to the new office and all the other miscellaneous tasks they have been doing to help us.

Commissioner Levacy emphasized the importance of the drive through payment option at the Pickerington Title Office, explaining that it is one of very few in the State of Ohio.

**Calendar Review/Invitations Received**

**Regular Meeting #8 - 2023**  
**Fairfield County Commissioners' Office**  
**February 28, 2023**

- Regional Planning Commission Special Meeting, February 28, 2023, 5:30 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Fairfield 33 Development Alliance Meeting, March 2, 2023, 8:30 a.m., South Central Power Company, 720 Mill Park Dr., Lancaster
- Economic Development Strategic Plan Steering Committee Meeting, March 7, 2023, 2:00 p.m., Commissioners' Hearing Room
- Celebration of Possibilities, May 17, 2023, 6:00 p.m., Wigwam Event Center, 10190 Blacklick-Eastern R. NW, Pickerington

**Correspondence**

*Items Requiring Response*

*Informational Items*

- City of Lancaster, Storm Water Department, February 16, 2023, Retention Detention Pond Inspection Report
- Memo from the Fairfield County Auditor, Dated February 22, 2023, Subjects: Current Agricultural Use Value Program Deadline Approaching, Electronic Processes for Conveyance of Property-Record of 75%, and Conveyance Fee Collections by Year
- Lancaster Police Department Annual Report 2022 Received February 22, 2023
- Thank you from the County Auditor's Office for Initiation of New I-9 Management and Employment Verifications
- Letters from Fairfield County residents regarding solar energy
- Press release from the Office of the County Auditor, Friday, February 24, 2023, titled "Current Agricultural Use Value (CAUV) Deadline is March 6th"
- Ohio Justice Alliance for Community Corrections Winter 2023 newsletter
- CCAO 2023-2024 Legislative Platform
- Meals on Wheels 2024 Budget Packet, received February 27, 2023
- Press release from Fairfield County Economic & Workforce Development, Tuesday, February 28, 2023, titled "Fairfield County to hold Public Meetings for Active Transportation Plan"
- Press release from Fairfield County Economic & Workforce Development, Tuesday, February 28, 2023, titled "Fairfield County to hold Public Meeting for Economic Development Plan and Update to the 2018 Comprehensive Land Use Plan"

*Jail Population*

- February 21 was 248 with 18 of those being contracted placements.
- February 28 is 252 with 20 of those being contracted placements.

**Old Business**

Commissioner Davis spoke on the Speaker of the Ohio House visiting the Workforce Center. The purpose of the meeting was to pitch to him some things the State may want to participate in at the Workforce Center. He also spoke about the Liberty Township Town Hall meeting and expressed his initial concerns. He stated the Trustees had complete control over the

Regular Meeting #8 - 2023 – February 28, 2023 - 5 -

**Regular Meeting #8 - 2023**  
**Fairfield County Commissioners' Office**  
**February 28, 2023**

meeting and his concerns were unwarranted. He thanked the officer who was present at the meeting for helping to facilitate traffic after the meeting.

Commissioner Levacy spoke about the State of the City of Lancaster. He was pleased to hear Mayor Scheffler reference the County during his address.

**New Business**

County Auditor, Dr. Carri Brown, presented a copy of the March Map of the Month which will be introduced with the next newsletter.

**Regular (Voting) Meeting**

The Commissioners continued to their Regular Voting Meeting in the Commissioners' Hearing Room of the Historic Courthouse at 210 E Main St., Lancaster, OH. Commissioner Davis called the meeting to order with the following Commissioners present: Dave Levacy and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Bennett Niceswanger, Bart Hampson, Tony Vogel, Jon Kochis, Jonathan Ferbrache, Jeremiah Upp, Vince Carpico, Marty Norris, Jennifer Sturgeon, Audrey Stoffel, Dr. Carri Brown, Rick Szabrak, Staci Knisley, Steve Feeney, Lisa McKenzie, Corey Clark, Amy Brown-Thompson, Steven Darnell, Dan Neeley, Bayley Fields, Anthony Iachini, Adam Sedlacko, Anne Mikan, Angel Conrad, Dr. David Uhl, Frank Martin, Barb Martin, Emily Hayek, and Garland Snyder.

Attending virtually: Tony Vogel, Park Russell, Lynette Barnhart, Jim Bahnsen, Shelby Hunt, Raz Sabaiduc, Marcy Fields, Ashley Arter, Jared Collins, Jeff Barron, Britney Lee, and Alex Lape.

**Pledge of Allegiance**

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

**Announcements**

There were no announcements.

**Approval of Minutes for February 21, 2023**

On the motion of Steve Davis and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, February 21, 2023, meeting.

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

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

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

- |              |  |
|--------------|--|
| 2023-02.28.a | A resolution authorizing the approval of proclamations.  |
| 2023-02.28.b | A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, the Village of Baltimore Water Project with Fairfield County |

**Regular Meeting #8 - 2023**  
**Fairfield County Commissioners' Office**  
**February 28, 2023**

- |              |  |
|--------------|--|
| 2023-02.28.c | A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, the Village of Pleasantville Water Project with Fairfield County |
| 2023-02.28.d | A resolution to amend Resolution No. 2022-08.09.f  |
| 2023-02.28.e | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2876, American Rescue Plan (ARP).   |
| 2023-02.28.f | A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.   |
| 2023-02.28.g | A resolution to appropriate from unappropriated into a major expenditure category for fund# 4485 Bond Retirement Liberty Center & to approve a fund to fund transfer to the General Fund 1001 for allowable transfers of residual equity             |

Commissioner Davis presented the proclamations to their designated recipients.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Dave Levacy and Steve Davis

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

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

- |              |   |
|--------------|---|
| 2023-02.28.h | A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division |
|--------------|---|

Roll call vote of the motion resulted as follows:

Voting aye thereon: Dave Levacy and Steve Davis

**Approval of Resolutions from the Fairfield County Emergency Management Agency**

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

- |              |  |
|--------------|--|
| 2023-02.28.i | A resolution to request for appropriations for receipts for EMA Grant Fund 12209054 Firehouse Subs Grant Award   |
| 2023-02.28.j | A resolution authorizing an account to account transfer for EMA Fund 2890 Hazardous Materials Emergency Planning and 2091 Local Emergency Planning Committee Funds |
| 2023-02.28.k | A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds 2090  |

EMA and Facilities Director, Jon Kochis, thanked Firehouse subs for their partnership.

**Regular Meeting #8 - 2023**  
**Fairfield County Commissioners' Office**  
**February 28, 2023**

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

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

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

- |              |  |
|--------------|--|
| 2023-02.28.l | A resolution to authorize the disposal of obsolete vehicles and equipment within the Fairfield County Engineer's Office by public auction.             |
| 2023-02.28.m | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. |
| 2023-02.28.n | A resolution to approve the purchase of a Mowermax Mower.  |
| 2023-02.28.o | A resolution to approve the purchase of a Western Star 47X Single Axle Cab and Chassis.  |

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

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

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

- |              |  |
|--------------|--|
| 2023-02.28.p | A resolution authorizing the approval of an advance from the General Fund to Fund 2593 Concealed Handgun License |
|--------------|--|

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

**Approval of a Resolution from Fairfield Soil and Water Conservation District**

On the motion of Dave Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield Soil and Water Conservation District

- |              |   |
|--------------|---|
| 2023-02.28.q | A resolution to sign the Escrow Agreement for the Rickly Farm and authorization to sign the Agricultural Easement for the Rickly Farm at a closing to be scheduled through the Clean Ohio Local Agricultural Easement Purchase Program with the Ohio Department of Agriculture. |
|--------------|---|

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

**Approval of the Payment of Bills**

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

2023-02.28.r 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: Dave Levacy and Steve Davis

**Adjournment**

With no further business, on the motion of Dave Levacy and a second of Steve Davis, the Board of Commissioners voted to adjourn at 10:24 a.m.

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

The next Regular Meeting is scheduled for 7:00 p.m. on Tuesday, March 7, 2023, at the Pleasantville Community Center located at 207 W. Columbus St., Pleasantville, Ohio.

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Motion by: Dave Levacy    Seconded by: Steve Davis  
that the February 28, 2023, minutes were approved by the following vote:

YEAS: Dave Levacy and Steve Davis    NAYS: None  
ABSENT: Jeff Fix

\*Approved on March 7, 2023

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Steven Davis Commissioner	Dave Levacy Commissioner	Jeff Fix Commissioner
------------------------------	-----------------------------	--------------------------

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Bennett Niceswanger, Asst. Clerk

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A resolution to approve signing an agreement relating to Teva, Allergan, CVS, Walgreens and Walmart as presented by legal counsel for national opioid litigation.

WHEREAS, Fairfield County, Ohio, is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Fairfield County has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Board of Commissioners understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and



A resolution to approve signing an agreement relating to Teva, Allergan, CVS, Walgreens and Walmart as presented by legal counsel for national opioid litigation.

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS, a settlement proposal is being presented to the State of Ohio and Local Governments by Teva, Allergan, CVS, Walgreens, and Walmart to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the January 5, 2023 proposed Settlement Agreement; and

WHEREAS, the Fairfield County Board of Commissioners wishes to agree to the material terms of the proposed National Settlement Agreement with the Proposed Settlement and to sign the attached agreement as presented by legal counsel;

---

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 Fairfield County Board of Commissioners hereby authorizes itself to sign the attached agreement relating to Teva, Allergan, CVS, Walgreens, and Walmart as presented by legal counsel.

Section 2. That it is found and determined that all formal actions of the Commission relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Commission and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Fairfield County, OH  
Reference Number: CL-388838

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: April 18, 2023**

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Ohio is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

**The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Consistent with the previously entered settlements involving Cardinal Health, AmerisourceBergen, the McKesson Corporation, and Johnson & Johnson/Janssen, proceeds from any settlement entered into with any of the five companies identified in this letter will be allocated and distributed in accordance with the OneOhio Memorandum of Understanding, a copy of which can be found at <https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Exhibit-8-2021.07.28-One-Ohio-Memorandum-of-Understanding.pdf>.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or the Ohio Attorney General's Help Center at 800.555.2350.

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes      ☐ No

Governmental Entity: Fairfield County	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

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

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

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

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





**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Fairfield County	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

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

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

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



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes      ☐ No

Governmental Entity: Fairfield County	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

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

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

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

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



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes      ☐ No

Governmental Entity: Fairfield County	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.





6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

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

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

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

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



**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes      ☐ No

Governmental Entity: Fairfield County	State: OH
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

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

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

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



Prosecutor's Approval Page

Resolution No.

A resolution to approve signing an agreement relating to Teva, Allergan, CVS, Walgreens and Walmart as presented by legal counsel for national opioid litigation.

(Fairfield County Commissioners)

Approved as to form on 3/3/2023 9:44:16 AM by Amy Brown-Thompson,



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

Resolution No. 2023-03.07.a

A resolution to approve signing an agreement relating to Teva, Allergan, CVS, Walgreens and Walmart as presented by legal counsel for national opioid litigation.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



A resolution to approve an account to account transfer into a major expenditure object category for Fund# 2788, Subfund# 8258 FY2020 CDBG Allocation Grant.

WHEREAS, the FY2020 CDBG Allocation grant has been reconciled by the grantor and unspent monies need to be returned; and

WHEREAS, the Board of Commissioners will issue a check to the Ohio Department of Development in the amount of \$1.18; and

WHEREAS, appropriations are needed in the major expenditure object category of other for fund #2788, subfund# 8257; and

WHEREAS, an account to account transfer will allow proper accounting in the major expenditure object category for other.

---

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 approve the following account to account transfer into the major expenditure category:

\$ 1.18      from: 12278820 contractual services  
                 to:     12278820 other

---

*For Auditor's Office Use Only:*

*Section 1.*

*\$.1.18      from: 12278820 530010  
                 to:     12278820 590330*

Prepared by: Staci Knisley  
Commissioners' Office

Resolution No. 2023-03.07.b

A resolution to approve an account to account transfer into a major expenditure object category for Fund# 2788, Subfund# 8258 FY2020 CDBG Allocation Grant

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2788, Subfund# 8257 FY2020 CDBG CIP Grant.

WHEREAS, the FY2020 CDBG CIP grant has been reconciled by the grantor and unspent monies need to be returned; and

WHEREAS, the Board of Commissioners will issue a check to the Ohio Department of Development in the amount of \$.50 (50 cents); and

WHEREAS, appropriations are needed in the major expenditure object category of other for fund #2788, subfund# 8257; and

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

---

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:

Other	12278821	\$ .50 (50 cents)
-------	----------	-------------------

---

*For Auditor's Office Use Only:*

*Section 1.*

*\$.50 to 12278821 590330*

Prepared by: Staci Knisley  
Commissioners' Office

Resolution No. 2023-03.07.c

A resolution to appropriate from unappropriated in a major expenditure object category for Fund# 2788, Subfund# 8257 FY2020 CDBG CIP Grant.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-03.07.d

A resolution authorizing a fund to fund transfer for the 2<sup>nd</sup> half 2023 Allocation for Soil & Water.

WHEREAS, the Board of Commissioners approved \$306,800 for the 2023 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 \$153,400 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

Resolution No. 2023-03.07.d

A resolution authorizing a fund to fund transfer for the 2nd half 2023 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 authorizing a fund to fund transfer –General Fund # 1001 to Capital Improvement Fund # 3435.

WHEREAS, the Board of Commissioners approved the 2023 Appropriation Budget general fund appropriation transfer of \$362,000 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:

---

Section 1. That the transfer of funds in the amount of \$362,000 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. 2023-03.07.e

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.

2023-03.07.f

A resolution authorizing fund to fund transfers from the General Fund # 1001 to: #4550, #4809, #4851, #4714, #4819, & #4878 for Debt Service Payments for 2023.

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:

Amount	From:	To:	
\$ 158,251.00	12100149 700100	12455000 439100	transfers - Coonpath
\$ 227,495.00	12100149 700110	12480900 439100	Transfers - Debt - Energy Consveration
\$ 80,937.50	12100149 700114	12485100 439100	transfers - co building/facility improvements
\$ 43,402.66	12100149 700118	12471442 439100	transfers - Airport 05 hangar debt
\$ 19,499.74	12100149 700118	12471443 439100	transfers - Airport 08 hangar debt
\$ 1,578,418.76	12100149 700305	12481900 439100	Transfers - Debt - Jail
\$ 567,612.50	12100149 700119	12487800 439100	Transfers - Debt - Energy Consveration Par
\$ 2,675,617.16	GRF Transfers		

Prepared by: Staci Knisley  
cc: Commissioners' Office

Signature Page

Resolution No. 2023-03.07.f

A resolution authorizing fund to fund transfers from the General Fund # 1001 to:  
#4550, #4809, #4851, #4714, #4819, & #4878 for Debt Service Payments for 2023.

(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 authorize the establishment of a new fund and 2023 Budget for the Brownfield Remediation Program Grant

WHEREAS, the County Commission has accepted a grant award from the Ohio Department of Development called the Brownfield Remediation Program, per Resolution 2022-12.20.e; and

WHEREAS, revenues of the new fund will be state funded for a total amount of \$ 455,561; and

WHEREAS, expenditures of this fund will be as a pass-thru to Bloom Carroll Local School District per the Subgrant Agreement Administrative Approval AA.02.27.2023.a; and

WHEREAS, ORC 5705.09 (F) provides for creation of a special revenue fund.

---

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

---

Section 1. That a special revenue fund called Brownfield Remediation Program with the following accounts:

Fund# 2\_\_\_\_\_

433400 State Grants \_\_\_\_\_ charge code

530100 pass-thru contract services

Section 2. Appropriate from unappropriated funds as follows in major expenditure object categories:

Org# 122\_\_\_\_\_

Contractual Services \$455,561

---

*For Auditor's Office Use Only:*

Section 2: Update the expenditure object lines for appropriations as follows:

A resolution to authorize the establishment of a new fund and 2023 Budget for the Brownfield Remediation Program Grant

122\_\_\_\_\_ 530100 pass-thru contract services \$455,561

*Section 3. Issue an Amended Certificate, on behalf of the Budget Commission, in the amount \$455,561 to the credit of the Fund# \_\_\_\_\_.*

*Section 4. Request that the Fairfield County Auditor update the following receipt lines:*

\$455,561 122\_\_\_\_\_ 433400 state grants

A Resolution to Approve an Ohio Department of Development  
Brownfield Remediation Program Grant Agreement for Bloom Carroll  
Local School District

WHEREAS, in resolution 2022-04.26.e, the Fairfield County Board of Commissioners supported an application with the State of Ohio, through its Department of Development Brownfield Remediation Program for funding for the real property located at:

- 5240 Plum Road, Carroll, Ohio. Fairfield County Parcel Number 016-08065-00, property owner is the Board of Education of the Bloom Carroll LSD; and

WHEREAS, the Ohio Department of Development notified the Fairfield County Board of Commissioners on December 19, 2022, that they will be receiving a grant for \$455,561.00 through the Brownfield Remediation Grant Cleanup/Remediation Program for the Bloom-Carroll High School Asbestos Abatement project; and

WHEREAS, the Board of County Commissioners is requested to complete the Ohio Department of Development Brownfield Remediation Program Grant Agreement within ten days of receipt of the agreement.

---

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

---

Section 1. The Board hereby approves and authorizes the President of the Board to sign the Ohio Department of Development Brownfield Remediation Program Grant Agreement.

Section 2. The Board hereby directs the Clerk to provide a copy of this Resolution to the Bloom Carroll Local School District.

Prepared by: Aundrea Cordle  
cc: Commissioners

## A Resolution to Approve a Partnership with the Bloom Carroll Local School District for an Application for Ohio Brownfield Remediation Program Funding

WHEREAS, the State of Ohio, through its Department of Development, has authorized funding for a Brownfield Remediation Program (the "Program") to assist in the remediation of abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances; and

WHEREAS, the real property located at:

- 5240 Plum Road, Carroll, Ohio. Fairfield County Parcel Number 016-08065-00, property owner is the Board of Education of the Bloom Carroll LSD.

has been identified as potentially eligible property under the Program in need of remediation or environmental assessment in order to proceed with beneficial redevelopment; and

WHEREAS, the Bloom Carroll is an eligible applicant under the Program, provided it has entered into an agreement with a unit of local government to work in conjunction on the project for the purposes of the Program and is willing and able to coordinate with the owners of the subject property to submit an application under the Program; and

WHEREAS, the Fairfield County Board of Commissioners (the "Board"), for and on behalf of Fairfield County, a unit of local government as defined for the purposes of the Program under OAC 122:31-1-03, is supportive of the proposed project and application.

---

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

---

Section 1. The Board hereby supports an application for Program funding for the real property located at:

- 5240 Plum Road, Carroll, Ohio. Fairfield County Parcel Number 016-08065-00, property owner is the Board of Education of the Bloom Carroll LSD



## A Resolution to Approve a Partnership with the Bloom Carroll Local School District for an Application for Ohio Brownfield Remediation Program Funding

and encourages the Ohio Department of Development to award funding for this important redevelopment effort.

Section 2. The Board hereby approves entering into a Partnership Agreement with the Bloom Carroll Local School District, providing for said entity to serve as the eligible applicant and whereby Fairfield County will work in conjunction with the applicant on the project to achieve the purposes of the Program.

Section 3. The Board hereby authorizes the County Administrator to approve the final form of and execute the Partnership Agreement on behalf of the Board and to approve and execute any other necessary documents in support or furtherance of the Partnership Agreement or the Program application on behalf of the Board.

Section 4. The Board hereby directs the Clerk to certify a copy of this Resolution to the Bloom Carroll Local School District.

Section 5. This Resolution shall be effective immediately upon adoption.

Prepared by: Aundrea Cordle  
cc: Commissioners

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve a Partnership with the Bloom Carroll Local School District  
for an Application for Ohio Brownfield Remediation Program Funding

(Fairfield County Commissioners)

Approved as to form on 4/22/2022 2:32:23 PM by Joshua Horacek,



Joshua Horacek  
Prosecutor's Office  
Fairfield County, Ohio

"CLEAN HANDS" AFFIDAVIT  
(Must be completed by Administrative Applicant of Record)

STATE OF OHIO  
COUNTY OF Fairfield

I, Aundrea N. Cordle  
(Authorized representative of applicant)

being first duly sworn, depose, and state that I have personal knowledge of, and verify, the following:

1. Neither this applicant nor a preceding organization or entity of this applicant, if any, caused or contributed, either in whole or in part, to the release of hazardous substances or petroleum on the property that is the subject of this application. Neither this applicant nor a preceding organization or entity of this applicant, if any, had any hands-on involvement with or control over hazardous substances or petroleum that resulted in a release, or conducted any hands-on activities that contributed, in whole or in part, to a release on the property.
2. I understand that I may be found guilty of a misdemeanor or potential felony for knowingly signing and submitting a false affidavit.

Aundrea N. Cordle  
Signature

4/25/22  
Date

Aundrea N. Cordle  
Name/Title

Fairfield County  
Applicant Name

Sworn to before me and signed in my presence this 25<sup>th</sup> day of  
April, 2022.

Christina Foster  
Notary Public



CHRISTINA FOSTER  
Notary Public, State of Ohio  
My Commission Expires 3.19.27

Signature Page

Resolution No. 2022-04.26.e

A Resolution to Approve a Partnership with the Bloom Carroll Local School District  
for an Application for Ohio Brownfield Remediation Program Funding

(Fairfield County Commissioners)

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

## Ohio Department of Development Brownfield Remediation Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Fairfield County Board of Commissioners** (the "Grantee") for the period **January 1, 2022 (the "Beginning Date") to June 30, 2023 (the "Expiration Date")**, set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Brownfield Remediation Program in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system, the contents of this Agreement (collectively, the "Project") and the Brownfield Remediation Program Guidelines. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

### Statement of the Agreement

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit III: Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
2. **Funding Source.** The Brownfield Remediation Program was established in House Bill 110 of the 134<sup>th</sup> General Assembly, codified in Ohio Revised Code section 122.6511 and found in the Ohio Administrative Code sections 122:31-1-01 through 122:31-1-06. This program awards grants for the assessment or remediation of brownfield sites throughout Ohio.
3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in **Exhibit II** and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final

10% of funding until Grantee confirms matching funds are expended.

6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Exhibit II: Reporting**.
7. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
8. **Audits.** Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award. Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.
  - a. **Single Audit:** Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements. The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Single audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the audit period.
  - b. **Grant Specific Audit:** Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement. A grant specific audit must be performed by an independent public accountant. Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.
  - c. **Audit Standards:** Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.
9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in **Exhibit II: Reporting**.
10. **Reports and Records.**
  - a. **Performance Reports.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.

- b. **Signature and Costs.** The authorized representative on behalf of Grantee shall certify by his or her submission of each report required by **Exhibit II** that the information reported by Grantee is true, complete and correct.

11. **Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.
12. **Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration within the electronic application system 30 days prior to the date of the change and Grantor approves the proposed alteration within the electronic application system. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration within a reasonable period of time.
13. **Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and assures the following:
  - a. **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.
  - b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 14, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
  - c. **Accounting.** Accounting systems used by Grantee are in accordance with generally accepted accounting standards and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.

- d. **Insurance.** Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

#### 14. Termination

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
  - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
  - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
  - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
  - iv. Failure to spend matching funds, if applicable.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 17 of this Agreement.

#### 15. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (3) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (4) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (5) ineffective or improper use of the Grant Funds provided under this Agreement; (6) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (7) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (8) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.



- c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly expended. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.
  - d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
  - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
16. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
17. **Liability - Public Agency or Governmental Entity.** If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.
18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
19. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
20. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement
21. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the

discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**22. Adherence to State and Federal Laws, Regulations.**

- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**23. Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law. This Section is not intended to require a Grantee to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

**24. Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

**25. Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.

**26. Miscellaneous.**

- a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee for Project work that was billed/paid by Grantor with Grant Funds, shall be returned to Grantor.

- 27. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- 28. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 29. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement
- 30. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
- a. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. **In the case of Grantor, to:**

Ohio Department of Development  
Office of Energy and Environment  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Deputy Chief

ii. **In the case of Grantee, to:**

Fairfield County Board of  
Commissioners  
210 E Main St Lancaster, OH 43130

**Signature**

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

**Grantee:**

Fairfield County Board of Commissioners

  
\_\_\_\_\_  
Authorized Official Signature

Jeffrey Fix  
\_\_\_\_\_  
Printed Name

President to the Fairfield  
\_\_\_\_\_  
Title County Board of Commissioners

December 20, 2022  
\_\_\_\_\_  
Date

**Grantor:**

State of Ohio, Department of Development

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **EXHIBIT I**

### **Scope of Work/Budget/Grant Application**

Project scope of work and budget is located within Grantor electronic application system (Salesforce).

## **EXHIBIT II**

### **Reporting**

Grantee shall provide the information listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format to submit the information and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. **Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rational for the advance and anticipated uses. The rational should include supporting documentation for the requested costs.
2. **Program Reports:** Program reports must be submitted on a quarterly basis. Program reports must be submitted by close of business, on the third Friday at the end of each quarter. Program reports must include the following information:
  - a. Narrative summary of use of funds during the reporting period.
  - b. Update of outcomes projected in Grantee's Application. Examples may include an assessment initiated or completed, remediation work beginning on the site, additional testing completed and/or further development with the proposed end-use.
3. **Final Report:** A final project report must be submitted 15 days after the end of this Agreement.

### **EXHIBIT III**

Special Conditions may be included within this Grant Agreement as agreed upon by Grantee and Grantor.

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve an Ohio Department of Development Brownfield  
Remediation Program Grant Agreement for Bloom Carroll Local School District

(Fairfield County Commissioners)

Approved as to form on 12/20/2022 8:20:34 AM by Steven Darnell,



Resolution No. 2022-12.20.e

A Resolution to Approve an Ohio Department of Development Brownfield Remediation Program Grant Agreement for Bloom Carroll Local School District

(Fairfield County Commissioners)

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

An Administrative Approval of a Subgrant Agreement with Bloom  
Carroll School District for Ohio Department of Development  
Brownfield Remediation Program Grant

WHEREAS, the Fairfield County Commissioners applied for a grant on behalf of the Bloom-Carroll School District through the Ohio Department of Development's Brownfield Remediation Program, and the grant was awarded and accepted via Resolution No. 2022-12.20e on December 20, 2022; and

WHEREAS, the Fairfield County Commissioners and the Bloom-Carroll School District wish to enter a subgrant agreement in order to outline various duties associated with administration of the grant; and

WHEREAS, Administrative Approval for signing contracts up to \$50,000 is permitted as per resolution 2021-11.23.b.

---

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

---

Section 1. That the County Administrator approves the attached subgrant agreement between Fairfield County and the Bloom-Carroll school district.

Prepared by: Jeffrey Porter, Deputy County Administrator



## 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

### **Subgrant Agreement Between the Fairfield County Board of Commissioners and Bloom-Carroll Local School District for Ohio Department of Development Brownfield Remediation Program Grant Award**

**Subgrant Agreement Date:** February 22, 2023

#### **Purpose of Subgrant:**

On April 26, 2022, the Fairfield County Board of Commissioners (hereinafter “the Board”) applied for a grant on behalf of Bloom-Carroll Local School District (hereinafter “Subgrantee”) to the Ohio Department of Development for its Brownfield Remediation Program. That resolution is attached hereto as Exhibit A. On December 19, 2022, the Ohio Department of Development notified the Board that it was awarded a grant under its Brownfield Remediation Program in the amount of \$455,561.00. The Board accepted this award via Resolution No. 2022-12.20.e. on December 20, 2022. That resolution is attached hereto as Exhibit B.

As the Subgrantee is spearheading the remediation, the Board desires to enter this subgrant agreement for the Subgrantee’s requests for reimbursement under the grant. The subgrant will provide reimbursement for Subgrantee’s asbestos abatement of the real property located at 5240 Plum Road, Carroll, OH (Permanent Parcel Number 016-08065-00).

**Funding organization:** Ohio Department of Development

**Prime recipient:** Fairfield County, Ohio

**Grant Name:** Brownfield Remediation Program Grant

**Project start date:** January 1, 2022

**Project end date:** June 30, 2024

**Grantor:** Fairfield County Board of Commissioners

#### **Point of Contact:**

Aundrea Cordle, County Administrator

210 East Main Street, Floor 3

Lancaster, Ohio 43130

**Subgrantee:** Bloom Carroll Local School District

#### **Point of Contact:**

Travis Bigam, Treasurer/CFO

5240 Plum Road

Carroll, Ohio 43112

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## 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

**Subgrantee TIN: 31-6402680**

**Award amount: \$455,561.00**

**Payment method:** Payment will be made to Subgrantee as reimbursement once documentation of eligible expenditures are received. Documentation should be sent to Aundrea Cordle, County Administrator, Fairfield County. Electronic documentation is acceptable.

**Project description:** Asbestos abatement of the real property located at 5240 Plum Road, Carroll, Ohio.

### Requirements:

- Subgrantee is hereby subject to all terms and conditions of the December 19, 2022, Brownfield Remediation grant award and any and all amendments to the grant award executed thereto are hereby incorporated into this Subgrant Agreement.
- No other grant funds (federal or state funds) can be used as reimbursement for submitted expenses.
- Subgrantee must also comply with laws of the State of Ohio and laws of the United States.
- Subgrantee is the contracting entity for all construction and remediation activity related to the asbestos abatement outlined in the attached grant award.
- Subgrantee agrees to provide any necessary documentation for reporting purposes.
- The Board will register for the Ohio Supplier ID #
- The Board reserves the right to require re-payment from Subgrantee if any of Subgrantee's expenditures are deemed improper or disallowed through any auditing reviews done by the State of Ohio

**Revisions:** Fairfield County reserves the right to revise the agreement, and revisions (including budget adjustments) will be made in writing and delivered to the Subgrantee Point of Contact designated above.

**Certification:** The following representatives of Fairfield County, Ohio, and the Bloom Carroll Local School District agree to the terms and conditions of this subgrant award.

**For the Grantor: Fairfield County, Ohio**

**Aundrea Cordle**

County Administrator

210 East Main Street, Floor 3

Lancaster, Ohio 43130

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## 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

*Shawn Haughn* 2/22/22

**For the Subgrantee: Bloom Carroll Local School District**

**Shawn Haughn**

Superintendent

5240 Plum Road

Carroll, Ohio 43112

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## A Resolution to Approve a Partnership with the Bloom Carroll Local School District for an Application for Ohio Brownfield Remediation Program Funding

WHEREAS, the State of Ohio, through its Department of Development, has authorized funding for a Brownfield Remediation Program (the "Program") to assist in the remediation of abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances; and

WHEREAS, the real property located at:

- 5240 Plum Road, Carroll, Ohio. Fairfield County Parcel Number 016-08065-00, property owner is the Board of Education of the Bloom Carroll LSD.

has been identified as potentially eligible property under the Program in need of remediation or environmental assessment in order to proceed with beneficial redevelopment; and

WHEREAS, the Bloom Carroll is an eligible applicant under the Program, provided it has entered into an agreement with a unit of local government to work in conjunction on the project for the purposes of the Program and is willing and able to coordinate with the owners of the subject property to submit an application under the Program; and

WHEREAS, the Fairfield County Board of Commissioners (the "Board"), for and on behalf of Fairfield County, a unit of local government as defined for the purposes of the Program under OAC 122:31-1-03, is supportive of the proposed project and application.

---

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

---

Section 1. The Board hereby supports an application for Program funding for the real property located at:

- 5240 Plum Road, Carroll, Ohio. Fairfield County Parcel Number 016-08065-00, property owner is the Board of Education of the Bloom Carroll LSD

## A Resolution to Approve a Partnership with the Bloom Carroll Local School District for an Application for Ohio Brownfield Remediation Program Funding

and encourages the Ohio Department of Development to award funding for this important redevelopment effort.

Section 2. The Board hereby approves entering into a Partnership Agreement with the Bloom Carroll Local School District, providing for said entity to serve as the eligible applicant and whereby Fairfield County will work in conjunction with the applicant on the project to achieve the purposes of the Program.

Section 3. The Board hereby authorizes the County Administrator to approve the final form of and execute the Partnership Agreement on behalf of the Board and to approve and execute any other necessary documents in support or furtherance of the Partnership Agreement or the Program application on behalf of the Board.

Section 4. The Board hereby directs the Clerk to certify a copy of this Resolution to the Bloom Carroll Local School District.

Section 5. This Resolution shall be effective immediately upon adoption.

Prepared by: Aundrea Cordle  
cc: Commissioners



## 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

### **Subgrant Agreement Between the Fairfield County Board of Commissioners and Bloom-Carroll Local School District for Ohio Department of Development Brownfield Remediation Program Grant Award**

**Subgrant Agreement Date:** February 22, 2023

#### **Purpose of Subgrant:**

On April 26, 2022, the Fairfield County Board of Commissioners (hereinafter “the Board”) applied for a grant on behalf of Bloom-Carroll Local School District (hereinafter “Subgrantee”) to the Ohio Department of Development for its Brownfield Remediation Program. That resolution is attached hereto as Exhibit A. On December 19, 2022, the Ohio Department of Development notified the Board that it was awarded a grant under its Brownfield Remediation Program in the amount of \$455,561.00. The Board accepted this award via Resolution No. 2022-12.20.e. on December 20, 2022. That resolution is attached hereto as Exhibit B.

As the Subgrantee is spearheading the remediation, the Board desires to enter this subgrant agreement for the Subgrantee’s requests for reimbursement under the grant. The subgrant will provide reimbursement for Subgrantee’s asbestos abatement of the real property located at 5240 Plum Road, Carroll, OH (Permanent Parcel Number 016-08065-00).

**Funding organization:** Ohio Department of Development

**Prime recipient:** Fairfield County, Ohio

**Grant Name:** Brownfield Remediation Program Grant

**Project start date:** January 1, 2022

**Project end date:** June 30, 2024

**Grantor:** Fairfield County Board of Commissioners

**Point of Contact:**

Aundrea Cordle, County Administrator  
210 East Main Street, Floor 3  
Lancaster, Ohio 43130

**Subgrantee:** Bloom Carroll Local School District

**Point of Contact:**

Travis Bigam, Treasurer/CFO  
5240 Plum Road  
Carroll, Ohio 43112

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## 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

**Subgrantee TIN: 31-6402680**

**Award amount: \$455,561.00**

**Payment method:** Payment will be made to Subgrantee as reimbursement once documentation of eligible expenditures are received. Documentation should be sent to Aundrea Cordle, County Administrator, Fairfield County. Electronic documentation is acceptable.

**Project description:** Asbestos abatement of the real property located at 5240 Plum Road, Carroll, Ohio.

### Requirements:

- Subgrantee is hereby subject to all terms and conditions of the December 19, 2022, Brownfield Remediation grant award and any and all amendments to the grant award executed thereto are hereby incorporated into this Subgrant Agreement.
- No other grant funds (federal or state funds) can be used as reimbursement for submitted expenses.
- Subgrantee must also comply with laws of the State of Ohio and laws of the United States.
- Subgrantee is the contracting entity for all construction and remediation activity related to the asbestos abatement outlined in the attached grant award.
- Subgrantee agrees to provide any necessary documentation for reporting purposes.
- The Board will register for the Ohio Supplier ID #
- The Board reserves the right to require re-payment from Subgrantee if any of Subgrantee's expenditures are deemed improper or disallowed through any auditing reviews done by the State of Ohio

**Revisions:** Fairfield County reserves the right to revise the agreement, and revisions (including budget adjustments) will be made in writing and delivered to the Subgrantee Point of Contact designated above.

**Certification:** The following representatives of Fairfield County, Ohio, and the Bloom Carroll Local School District agree to the terms and conditions of this subgrant award.

2/27/23

**For the Grantor: Fairfield County, Ohio**

**Aundrea Cordle**

County Administrator

210 East Main Street, Floor 3

Lancaster, Ohio 43130

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## 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

*Shawn Haughn* 2/22/22

**For the Subgrantee: Bloom Carroll Local School District**

**Shawn Haughn**

Superintendent

5240 Plum Road

Carroll, Ohio 43112

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A Resolution to Approve an Ohio Department of Development  
Brownfield Remediation Program Grant Agreement for Bloom Carroll  
Local School District

WHEREAS, in resolution 2022-04.26.e, the Fairfield County Board of Commissioners supported an application with the State of Ohio, through its Department of Development Brownfield Remediation Program for funding for the real property located at:

- 5240 Plum Road, Carroll, Ohio. Fairfield County Parcel Number 016-08065-00, property owner is the Board of Education of the Bloom Carroll LSD; and

WHEREAS, the Ohio Department of Development notified the Fairfield County Board of Commissioners on December 19, 2022, that they will be receiving a grant for \$455,561.00 through the Brownfield Remediation Grant Cleanup/Remediation Program for the Bloom-Carroll High School Asbestos Abatement project; and

WHEREAS, the Board of County Commissioners is requested to complete the Ohio Department of Development Brownfield Remediation Program Grant Agreement within ten days of receipt of the agreement.

---

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

---

Section 1. The Board hereby approves and authorizes the President of the Board to sign the Ohio Department of Development Brownfield Remediation Program Grant Agreement.

Section 2. The Board hereby directs the Clerk to provide a copy of this Resolution to the Bloom Carroll Local School District.

Prepared by: Aundrea Cordle  
cc: Commissioners

Prosecutor's Approval Page  
Administrative Approval No. AA.02.27-2023.a

An Administrative Approval of a Subgrant Agreement with Bloom Carroll School  
District for Ohio Department of Development Brownfield Remediation Program Grant

(Fairfield County Commissioners)

Approved as to form on 2/23/2023 10:51:25 AM by Amy Brown-Thompson,



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

Signature Page

Administrative Approval No. AA.02.27-2023.a

An Administrative Approval of a Subgrant Agreement with Bloom Carroll School District for Ohio Department of Development Brownfield Remediation Program Grant

(Fairfield County Commissioners)

Approved on 2/27/2023 11:02:37 AM by Aundrea Cordle, pursuant Ohio Revised Code 305.30 and resolution 2021-10.21.b



Aundrea Cordle  
Board of County Commissioners  
Fairfield County, Ohio

Resolution No. 2023-03.07.g

A resolution to authorize the establishment of a new fund and 2023 Budget for the Brownfield Remediation Program Grant

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division

WHEREAS, appropriations are needed to cover all remaining expenses for 2023; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category in contract services and

---

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

---

Section 1. That the transfer of appropriations in the amount of \$4,200.00 is hereby authorized as follows:

From: 11232600 Contractual Services  
To: 11232600 Capital Outlay

---

*For Auditor's Office Use Only:*

*Section 1.*

*FROM: 11232600 530000 Contract Services*  
*TO: 11232600 574300 Furniture & Fixtures*

Prepared by: Britney Lee  
Cc: Clerk of Courts



# Quote Document

Quote #: 2098 02/24/2023

Designer: Tom Laut

Account Name: Pickerington Clerk of Courts  
Title Office / Kristi Arter

## Budget Blinds of Pickerington

1509 BLATT BLVD UNIT 6303

COLUMBUS, OH 43230-6679

Phone:

Email: tom.laut@budgetblinds.com

Web Site: <https://budgetblinds.com/pickerington/>



Style and service for every budget.

Bill to Address	
Pickerington Clerk of Courts Title Office / Kristi Arter 12945 STONECREEK DR PICKERINGTON, OH 43147-8424	Email : branden.meyer@fairfieldcountyohio.gov Sidemark : Meyer, Branden Customer PO# :

Installation Address
Pickerington Clerk of Courts Title Office / Kristi Arter 12945 STONECREEK DR PICKERINGTON, OH 43147-8424

Window Name	Product	Unit Price	Qty	Total
OFFSE - W1	<b>SOLAR &amp; ROLLER SHADES</b> Signature Series; Product: SIGNATURE SERIES ROLLER/SOLAR SHADES, Color: SS ORACLE 1% MOON MIST (97605), Mount: INSIDE MOUNT, Lift Position: LEFT LIFT, Control Type: CONTINUOUS LOOP SL SPRING IDLE END, Control Color: WHITE CONTROL (01), Bracket Length: 2.0" BRACKET LENGTH, Continuous Loop Type: METAL CHAIN, Chain Guide Color: WHITE CHAIN GUIDE (871), Special Chain Loop Length: 0, Special Cord Length: 0, Sill Height: 0, Hem Bar Type: FABRIC WRAPPED HEM BAR, Hold Down Brackets: NO HOLD DOWN BRACKETS, Valance Type: NO VALANCE, Valance Returns: NO VALANCE RETURNS.	\$1,070.00	1	\$1,070.00
OFFSE - W2	<b>SOLAR &amp; ROLLER SHADES</b> Signature Series; Product: SIGNATURE SERIES ROLLER/SOLAR SHADES, Color: SS ORACLE 1% MOON MIST (97605), Mount: INSIDE MOUNT, Lift Position: RIGHT LIFT, Control Type: CONTINUOUS LOOP SL SPRING IDLE END, Control Color: WHITE CONTROL (01), Bracket Length: 2.0" BRACKET LENGTH, Continuous Loop Type: METAL CHAIN, Chain Guide Color: WHITE CHAIN GUIDE (871), Special Chain Loop Length: 0, Special Cord Length: 0, Sill Height: 0, Hem Bar Type: FABRIC WRAPPED HEM BAR, Hold Down Brackets: NO HOLD DOWN BRACKETS, Valance Type: NO VALANCE, Valance Returns: NO VALANCE RETURNS.	\$1,070.00	1	\$1,070.00
OFFSE - W3	<b>SOLAR &amp; ROLLER SHADES</b> Signature Series; Product: SIGNATURE SERIES ROLLER/SOLAR SHADES, Color: SS ORACLE 1% MOON MIST (97605), Mount: INSIDE MOUNT, Lift Position: LEFT LIFT, Control Type: CONTINUOUS LOOP SL SPRING IDLE END, Control Color: WHITE CONTROL (01), Bracket Length: 2.0" BRACKET LENGTH, Continuous Loop Type: METAL CHAIN, Chain Guide Color: WHITE CHAIN GUIDE (871), Special Chain Loop Length: 0, Special Cord Length: 0, Sill Height: 0, Hem Bar Type: FABRIC WRAPPED HEM BAR, Hold Down Brackets: NO HOLD DOWN BRACKETS, Valance Type: NO VALANCE, Valance Returns: NO VALANCE RETURNS.	\$512.00	1	\$512.00
LBYS - W1	<b>SOLAR &amp; ROLLER SHADES</b> Signature Series; Product: SIGNATURE SERIES ROLLER/SOLAR SHADES, Color: SS ORACLE 1% MOON MIST (97605), Mount: INSIDE MOUNT, Lift Position: RIGHT LIFT, Control Type: CONTINUOUS LOOP SL SPRING IDLE END, Control Color: WHITE CONTROL (01), Bracket Length: 2.0" BRACKET LENGTH, Continuous Loop Type: METAL CHAIN, Chain Guide Color: WHITE CHAIN GUIDE (871), Special Chain Loop Length: 0, Special Cord Length: 0, Sill Height: 0, Hem Bar Type: FABRIC WRAPPED HEM BAR, Hold Down Brackets: NO HOLD DOWN BRACKETS, Valance Type: NO VALANCE, Valance Returns: NO VALANCE RETURNS.	\$512.00	1	\$512.00
LBYS - W2	<b>SOLAR &amp; ROLLER SHADES</b> Signature Series; Product: SIGNATURE SERIES ROLLER/SOLAR SHADES, Color: SS ORACLE 1% MOON MIST (97605), Mount: INSIDE MOUNT, Lift Position: RIGHT LIFT, Control Type: CONTINUOUS LOOP SL SPRING IDLE END, Control Color: WHITE CONTROL (01), Bracket Length: 2.0" BRACKET LENGTH, Continuous Loop Type: METAL CHAIN, Chain Guide Color: WHITE CHAIN GUIDE (871), Special Chain Loop Length: 0, Special Cord Length: 0, Sill Height: 0, Hem Bar Type: FABRIC WRAPPED HEM BAR, Hold Down Brackets: NO HOLD DOWN BRACKETS, Valance Type: NO VALANCE, Valance Returns: NO VALANCE RETURNS.	\$1,070.00	1	\$1,070.00

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Independently owned and operated franchise

Printed: 02/24/2023

Page 1 of 5



# Quote Document

Quote #: 2098 02/24/2023

Designer: Tom Laut

Account Name: Pickerington Clerk of Courts  
Title Office / Kristi Arter

## Budget Blinds of Pickerington

1509 BLATT BLVD UNIT 6303

COLUMBUS, OH 43230-6679

Phone:

Email: tom.laut@budgetblinds.com

Web Site: <https://budgetblinds.com/pickerington/>



Style and service for every budget.

Window Name	Product	Unit Price	Qty	Total
LBYS - W3	<b>SOLAR &amp; ROLLER SHADES</b> Signature Series; Product: SIGNATURE SERIES ROLLER/SOLAR SHADES, Color: SS ORACLE 1% MOON MIST (97605), Mount: INSIDE MOUNT, Lift Position: LEFT LIFT, Control Type: CONTINUOUS LOOP SL SPRING IDLE END, Control Color: WHITE CONTROL (01), Bracket Length: 2.0" BRACKET LENGTH, Continuous Loop Type: METAL CHAIN, Chain Guide Color: WHITE CHAIN GUIDE (871), Special Chain Loop Length: 0, Special Cord Length: 0, Sill Height: 0, Hem Bar Type: FABRIC WRAPPED HEM BAR, Hold Down Brackets: NO HOLD DOWN BRACKETS, Valance Type: NO VALANCE, Valance Returns: NO VALANCE RETURNS,	\$1,070.00	1	\$1,070.00
KIT - W1	<b>SOLAR &amp; ROLLER SHADES</b> Signature Series; Product: SIGNATURE SERIES ROLLER/SOLAR SHADES, Color: SS ORACLE 1% MOON MIST (97605), Mount: INSIDE MOUNT, Lift Position: RIGHT LIFT, Control Type: CONTINUOUS LOOP SL SPRING IDLE END, Control Color: WHITE CONTROL (01), Bracket Length: 2.0" BRACKET LENGTH, Continuous Loop Type: METAL CHAIN, Chain Guide Color: WHITE CHAIN GUIDE (871), Special Chain Loop Length: 0, Special Cord Length: 0, Sill Height: 0, Hem Bar Type: FABRIC WRAPPED HEM BAR, Hold Down Brackets: NO HOLD DOWN BRACKETS, Valance Type: NO VALANCE, Valance Returns: NO VALANCE RETURNS,	\$1,070.00	1	\$1,070.00
NK - W1	<b>SOLAR &amp; ROLLER SHADES</b> Signature Series; Product: SIGNATURE SERIES ROLLER/SOLAR SHADES, Color: SS ORACLE 1% MOON MIST (97605), Mount: OUTSIDE MOUNT, Lift Position: LEFT LIFT, Control Type: CONTINUOUS LOOP SL SPRING IDLE END, Control Color: WHITE CONTROL (01), Bracket Length: 2.0" BRACKET LENGTH, Continuous Loop Type: METAL CHAIN, Chain Guide Color: WHITE CHAIN GUIDE (871), Special Chain Loop Length: 0, Special Cord Length: 0, Sill Height: 0, Reverse Roll (Front): REVERSE ROLL (FRONT), Hem Bar Type: FABRIC WRAPPED HEM BAR, Hold Down Brackets: NO HOLD DOWN BRACKETS, Valance Type: NO VALANCE, Valance Returns: NO VALANCE RETURNS,	\$539.00	1	\$539.00

Discount Summary	Memo
40.00% - Coupon	

Taxes are estimated. All Taxes will be calculated and applied at the time the order is placed.

We are an independently owned and operated franchise. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of the transaction. All coupons must be presented at the time of quote; Coupon pricing is only valid on a quote for the duration of the dates listed on the coupon. Quotes are valid for 90 days unless otherwise indicated in writing by your sales designer. All sales are final; Customer is responsible for choice of product, style, color, control options, and product configuration settings. Time estimates, including installation time frame, are subject to manufacturer's availability of product.

Product Subtotal:	\$6,913.00
Total Discounts Applied:	(\$2,765.20)
Additional Charges:	\$0.00
Quote Subtotal:	\$4,147.80
Est Tax/Tax:	
Total:	\$4,147.80

Quote Expiration Date: 03/26/2023

Blinds • Shutters • Shades • Drapes • Home Automation

Independently owned and operated franchise

Printed: 02/24/2023

Page 2 of 5

**Quote  
Document**

**Quote #:** 2098 02/24/2023

**Designer:** Tom Laut

**Account Name:** Pickerington Clerk of Courts  
Title Office / Kristi Arter

**Budget Blinds of Pickerington**

1509 BLATT BLVD UNIT 6303

COLUMBUS, OH 43230-6679

Phone:

Email: [tom.laut@budgetblinds.com](mailto:tom.laut@budgetblinds.com)

Web Site: <https://budgetblinds.com/pickerington/>



Style and service for every budget.®

**Notes**

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*Blinds • Shutters • Shades • Drapes • Home Automation*

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Printed: 02/24/2023

Page 3 of 5



## Quote Document

Quote #: 2098 02/24/2023

Designer: Tom Laut

Account Name: Pickerington Clerk of Courts  
Title Office / Kristi Arter

### Budget Blinds of Pickerington

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Style and service for every budget.

## Terms & Conditions

UV Testing: We conduct extensive testing on all of our horizontal wood/faux/composite blinds and shutters, exposing them to extreme UV temperatures for over 500 hours, and to extreme climate chambers that fluctuate from really hot weather to really cold weather, so they are much less likely to crack, yellow, discolor, or warp, when compared to other competitor products. Service Policy: Unless otherwise noted, we extend you 3 service visits at no charge WITHIN THE FIRST 90 DAYS after installation. After 90 days, a \$85 service fee will be charged. After the warranty expires on your window treatments (warranties vary by vendor) parts and shipping charges will also be applied. In some rare cases, customer must ship product back to manufacturer themselves. Notice of Cancellation: You may cancel this transaction, without the penalty or obligation, within three business days from the date of purchase. If you cancel, any payments made by you and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract. If you do not make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, we must receive to request to cancel in writing no later than 11:59pm EST of the 3rd business day from the date of your transaction. Child Safety: At Budget Blinds, safety is of the utmost importance, and as such, we encourage customers to abide by the national Window Covering Safety Council's recommendations to use only cordless window coverings in your children's play rooms, bedrooms and sleeping areas. Budget Blinds has joined the Window Covering Manufacturers Association Technical Committee and Window Covering Safety Council to help ensure your family's safety. Should you choose to purchase corded window treatments, you must comply with the Federal Regulations for child safety. Tension Devices - must mount tension pulley for continuous cord//chain loops; Free Hanging Cords - For any product with accessible operating cords, which are free hanging, cord cleats must be mounted. Cord Length - For all products that have an accessible operating cord that is free hanging, not restrained, the cord length will be no greater than 40% of the product height when the window covering is fully deployed for maximum privacy.

## Signatures

Signature

Date

Sales Rep

Date

Quote Expiration Date: 03/26/2023

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Printed: 02/24/2023

Page 4 of 5

Quote  
Document

Quote #: 2098 02/24/2023

Designer: Tom Laut

Account Name: Pickerington Clerk of Courts  
Title Office / Kristi Arter

Budget Blinds of Pickerington

1509 BLATT BLVD UNIT 6303

COLUMBUS, OH 43230-6679

Phone:

Email: [tom.laut@budgetblinds.com](mailto:tom.laut@budgetblinds.com)

Web Site: <https://budgetblinds.com/pickerington/>



Style and service for every budget.

**! WARNING/  
ADVERTENCIA**



Window blind cord can **STRANGLE**  
your child. To prevent strangulation,  
purchase cordless products or products  
with inaccessible cords.

La cuerda de la persiana puede  
**ESTRANGULAR** a su niño.  
Para evitar el estrangulamiento, compre  
alternativas cuerda o productos con  
cuerdas inaccesibles.

**! WARNING**



The cords on this product present  
a potential strangulation hazard.



For child safety, consider cordless  
alternatives or products with  
inaccessible cords.

**! MISE EN GARDE**



Les cordons de ce produit  
présentent un risque d'étranglement.



Pour la sécurité des enfants, envisagez  
à choisir des produits sans cordon ou  
des produits dont les cordons ne sont  
pas accessibles.

5.1.3 & 5.1.4

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Printed: 02/24/2023

Page 5 of 5

Resolution No. 2023-03.07.h

A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Title Division

(Fairfield County Clerk of Courts- Title Division)

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 establishing a truck engine brake noise reduction zone on a designated portion of Coonpath Road (CR 31)

WHEREAS, the Fairfield County Engineer has received complaints regarding excessive noise emitted by engine combustion exhaust systems from commercial vehicles on parts of Coonpath Road (CR 31), located in Fairfield County; and

WHEREAS, pursuant to 4513.221(E), the Fairfield County Board of Commissioners has the authority to adopt regulations and orders that are necessary to control passenger car, motorcycle and internal combustion engine noises within the unincorporated territory of the County, and;

WHEREAS, in the interest of preserving the public's continued quality of life and in response to complaints by residents, the Board desires to impose certain noise restrictions emanating from the usage of truck engine brakes within the limits of truck engine brake noise reduction zones on Coonpath Road in Greenfield Township from a point 800 feet west of Election House Road (CR 40) to State Route 37 in Pleasant Township (3.85 miles in length), established herein; and;

WHEREAS, upon passage of this resolution, the County Engineer is hereby directed to purchase and post signage in compliance with the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways for the above described engine brake noise reduction zone.

---

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

---

Section 1. That the following area shall be a reduced truck engine noise zone described as follows: Coonpath Road in Greenfield Township from a point 800 feet west of Election House Road (CR 40) to State Route 37 in Pleasant Township (3.85 miles in length).

Section 2. That the Fairfield County Engineer shall purchase all signs necessary to properly delineate the truck engine brake noise reduction zones in Section 1 hereof in accordance with the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways.

A resolution establishing a truck engine brake noise reduction zone on a designated portion of Coonpath Road (CR 31)

Section 3. That all signs in this designated zone shall be erected by the Fairfield County Engineer in accordance with the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways.

Section 4. Where the above referenced signs are erected, no persons shall operate or cause to be operated any vehicle in such a manner that the exhaust system emits a loud cracking or noise unusual to its normal operation and it shall be unlawful for any vehicle equipped to downshift and release the clutch to utilize the vehicle's engine to slow in order to meet proper restrictions within the County, except in cases of extreme emergency.

Section 5.: This resolution shall take effect upon its passage, provided, however, that this Resolution shall not be enforced until signs are erected.

Prepared by: Cheryl Downour  
cc: Engineering Office

Resolution No. 2023-03.07.i

A resolution establishing a truck engine brake noise reduction zone on a designated portion of Coonpath Road (CR 31)

(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.



2023-03.07.j

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment

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

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

---

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

---

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

\$20,000.00          16202401-Capital Outlay

---

For Auditor's Office Use Only:

16202401-574000          \$20,000.00

Prepared by: Julie Huggins  
cc: Engineer

Resolution No. 2023-03.07.j

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment

(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.

2023-03.07.k

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

WHEREAS, unanticipated revenue has been collected for Fund 3445; and

WHEREAS, unanticipated funds represent ODOT payment; and

WHEREAS, monies will be used for PID #110862 Refugee Rd CR7-1.94

---

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

---

SECTION 1: Request that the Fairfield County Auditor appropriate from unappropriated funds in the amount of: \$622.55 16344506 Contractual Services.

SECTION 2: The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant,

Memo Receipt as referenced:

16344506-433100-55954

Memo Expenditure as referenced:

Vendor: TEC Engineering

Account #: 16344506-530020-55954 Refugee Rd CR7-1.94

Amount: \$622.55 Paid: 03/01/2023

---

For Auditor's Office Use Only:

SECTION 1: 16344506-530020-55954

SECTION 3: Issue an Amended Certificate in the amount \$622.55 to credit of fund 3445.

SECTION 4: Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16344506-433100-55954 in the amount of \$622.55.

Prepared by: Julie Huggins

cc: Engineer Office

### Notice to ODOT's LPA Subrecipients and External Auditors – November 15, 2021

This payments report cannot be used as the sole source of information for determining Federal funds expenditures to be reported on the LPA's annual Schedule of Expenditures of Federal Awards (SEFA). The LPA and their external auditors are directed to follow the LPA SEFA Reporting Guidance.

This ODOT guidance document recommends procedures for the LPA to follow to ensure accurate SEFA reporting to avoid potential audit findings. This CMS payments report was originally designed for contractors to obtain payment verification. ODOT has determined that the source data is sufficient for that purpose; however, since the payments data in this report does not distinguish Federal, state, or local funds, it cannot be used as a stand-alone source for verification of SEFA data.

Additionally, this payments report reflects all of ODOT's expenditures on the project and does not identify only those Federal expenditures to be reported by the LPA.

Furthermore, this ODOT payments report does not reflect any project payments made by the LPA that have not yet been reimbursed by ODOT. For LPA's preparing a cash basis SEFA, the LPA can use the Warrant Date on this ODOT payments report to assign the ODOT payments to contractors to a fiscal year for the LPA's SEFA reporting. However, if ODOT is issuing a reimbursement payment to the LPA, then the LPA's check dates would be used to assign those payments to a fiscal year.

The LPA's copies of invoices submitted to ODOT and the ODOT-LPA Project Agreement should provide support for the Federal share of the project costs. Most of ODOT's subrecipients of Federal Awards are subject to compliance with [Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). Accordingly, the subrecipient is responsible for maintaining accurate financial records to demonstrate compliance with the requirements documented in [§ 200.302 Financial management](#).

The subrecipient's fiscal procedures and financial records must provide for tracking the project specific expenditure of Federal funds by the subrecipient. The subrecipient's financial records must accurately report, in the proper fiscal year, the Federal funds the subrecipient has expended; including those project expenditures which have not yet been reimbursed by ODOT and the Federal funds payments issued to contractors by ODOT as requested by the LPA.

The ODOT LPA SEFA Reporting Guidance and an Excel template for tracking of Federal funds expenditures is available at:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/external-audits/audit-log/guidance-lpa-sefa>

Please contact [DOT.LPAQuestions@dot.ohio.gov](mailto:DOT.LPAQuestions@dot.ohio.gov) with any questions regarding this notice.

**BY PROCEEDING TO THE REPORT ON NEXT PAGE, YOU ARE ACKNOWLEDGING THIS DISCLAIMER.**

Vendor Name Number	Project Nbr	PID Nbr	Estimate Nbr	Process Date	Warrant Date	Amount
FAIRFIELD COUNTY ( 0000056164 )		110862	23-05-5112	02/16/2023	02/22/2023	807.27
LAKSHMI VINAYAKA HOLDINGS LLC ( 0000310353 )		110862	23-05-5108	01/23/2023	01/26/2023	63,441.00
RICKETTS FAMILY FAIRFIELD HOLD ( 0000310354 )		110862	23-05-5107	01/23/2023	01/26/2023	51,129.00
TEC ENGINEERING INC ( 0000069483 )		110862	pid#110862-22-11689	02/23/2023	03/01/2023	622.55
TEC ENGINEERING INC ( 0000069483 )		110862	PID#110862-21-11599	12/09/2022	12/14/2022	5,806.92
TEC ENGINEERING INC ( 0000069483 )		110862	PID#110862-20-11556	12/09/2022	12/14/2022	9,427.38
TEC ENGINEERING INC ( 0000069483 )		110862	PID#110862-19-11517	09/19/2022	09/23/2022	4,068.19
TEC ENGINEERING INC ( 0000069483 )		110862	PID#110862-18-11469	08/24/2022	08/30/2022	26,743.95
TEC ENGINEERING INC ( 0000069483 )		110862	PID#110862-17-11442	08/09/2022	08/15/2022	1,140.02
TEC ENGINEERING INC ( 0000069483 )		110862	PID#110862-16-11330	06/13/2022	06/17/2022	3,173.64

Resolution No. 2023-03.07.k

A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 3445 Refugee Rd CR7-1.94

(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.

2023-03.07.I

A Resolution to Approve the Construction Drawings for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project.

WHEREAS, the County Engineer is advising this Board that the construction drawings for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project have been completed, and

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

---

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

---

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

Prepared by: Cheryl Downour  
cc: Engineering Department

Signature Page

Resolution No. 2023-03.07.I

A Resolution to Approve the Construction Drawings for the FAI -CR7-1.94 Refugee Road Intersection Safety Improvement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-03.07.m

A resolution to approve an Agreement between Fairfield County and DLZ Ohio, Inc.

WHEREAS, the Fairfield County Engineer is recommending that this Board of Commissioners hire DLZ Ohio, Inc.; 6121 Huntley Road; Columbus, Ohio 43229, to provide engineering services for the HOC-21 Bridge Replacement Project as directed by the Fairfield County Engineer's Office for the stated fees and per the terms in the attached Agreement.

---

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

---

SECTION 1: that this Board of Commissioners resolves to approve and sign the Agreement with DLZ Ohio, Inc. to provide engineering services for the Fairfield County Engineer, for the stated fees and per the terms of the attached Agreement.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a copy of this signed Agreement for further action.

Prepared by: Cheryl Downour  
cc: Engineering Office



# **AGREEMENT**

Fairfield County Commissioner's and DLZ Ohio, Inc.

This **AGREEMENT** entered into at Lancaster, Ohio on this 10<sup>th</sup> day of February 2023 by and between the County of Fairfield, State of Ohio, acting through the County Engineer, hereinafter referred to as COUNTY, and DLZ Ohio, Inc., duly licensed and existing under the laws of the State of Ohio for the practice of engineering services, hereinafter, referred to as CONSULTANT, with an office located at 6121 Huntley Road. Columbus, Ohio 43229.

## **PROJECT OVERVIEW**

Project: HOC-21 Bridge Replacement Project

Project Manager: William Maravy, P.E.

Project Completion Date: August 30, 2024

Project Description: Design to Replace existing bridge on new proposed roadway alignment and improve approaches.

## **SCOPE OF SERVICES**

The CONSULTANT agrees to provide engineering services for the above-mentioned project, which includes the following:

SEE "ATTACHMENT A"- The Consultant will complete all task as outlined in "Attachment A" following the PDP Path 2.

## **COMPENSATION**

The COUNTY agrees to compensate the consultant for the performance of the work as specified in the SCOPE OF SERVICES section of this agreement, as follows:

SEE "ATTACHMENT A"- The Consultant will be compensated for all task completed as outline in "Attachment A" following the PDP path 2. Fees shall be Lump Sum \$247,061.00 not to exceed \$261,610.00 if authorized.

## **PROJECT PROGRESSION**

The CONSULTANT shall submit monthly progress reports in the form and content acceptable to the COUNTY. No payment will be processed without a monthly progress report. If the progress report reveals that the project is NOT progressing satisfactorily or if invoicing is not commensurate with the progression of work, then payment to the CONSULTANT on this agreement will be SUSPENDED. At no such time shall this be cause for the CONSULTANT to stop work on the project. In the event suspension of payment is invoked, the CONSULTANT shall then supply to the COUNTY the reason(s) for unsatisfactory performance.

Should the reason(s) for unsatisfactory progression of the work be deemed by the COUNTY to be beyond the control of the CONSULTANT or be deemed by the COUNTY to have been unforeseen at the time the project was awarded, documentation detailing a Change in Scope will be drafted in which the CONSULTANT must thoroughly explain and justify the remaining items of work needed to complete the project. In the event of a Project Overrun, the CONSULTANT shall identify and justify all additional costs above the original estimated cost required to finish the project. Once explanations and justifications of the reasons for unsatisfactory progression of work and/or additional costs have been reviewed and accepted by the COUNTY, then an ADDENDUM shall be made to this AGREEMENT to complete the project on the time frame and fee acceptable to both the COUNTY and the CONSULTANT.

Should the reason(s) for the unsatisfactory progression of the work be deemed by the COUNTY to be in FULL control of the CONSULTANT, then the CONSULTANT is bound by this AGREEMENT to complete the work described for the sum set forth in a time frame acceptable to the COUNTY.

## **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the CONSULTANT, the CONSULTANT shall be paid his compensation for services performed to termination date. On termination, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement whether

completed or in process must be delivered to and become property of the COUNTY.

The date of the CONSULTANT's endorsement shall serve as notice of authorization to proceed.

The undersigned, having full knowledge of the site, preliminary plans and specifications for the proposed Project and the conditions of this proposal hereby agrees to furnish all services, labor, materials and equipment necessary to complete the work described in the Scope of Services by the completion date specified above and to accept the price specified above as full compensation for the work described in this request for proposal.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FAIRFIELD COUNTY COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY/CONSULT AGREEMENT

By:



Title: Senior Vice President



Witness

ATTACHMENTS

The following items are to be considered a part of this contract: "Attachment A"

# Attachment A

February 10, 2023

Mr. Jeremiah D. Upp, P.E., P.S.  
Fairfield County Engineer  
3026 W. Fair Ave.  
Lancaster, OH 43130

**Re: Re-Revised Engineering Services Proposal for  
the Hamburg Road Bridge over Muddy Prairie Run (HOC-21, FAI-CR55-3.319)**

Dear Mr. Upp:

We are pleased to submit a re-revised proposal for the referenced project to address the County's comments on our previous proposal that expanded Engineering Design and Support Services from Preliminary Engineering through Final Deliverables. Specifically, we have been asked to add survey, hydraulic, ROW and efforts for ongoing services during construction (post-design). The last item has been included as an "If authorized" item.

#### **GENERAL**

This project will replace the following bridge:

- Hamburg Road over a Muddy Prairie Run; existing 39' (+/-) long, single-span, steel beam bridge (SFN 2337258).

Per our scoping meeting and subsequent correspondence with yourself and Bill Maravy, we understand that Engineering and supporting services are needed to determine the better of two replacement bridge types and revised horizontal alignment to achieve a better design speed. We understand the current geometrics are poor and it is not known if the existing configuration meets 25-mph design criteria. We also understand that the County will provide the proposed design speed once the survey basemap is submitted for review. Once a consensus on design speed and bridge Type is reached, we will proceed with detailed design and plan preparation.

Our tasks include field survey, hydraulic analysis, subsurface investigation, environmental efforts, a brief structure type investigation, roadway design, bridge design and Right-of-Way Plan preparation. We understand that additional right-of-way is anticipated and the selected alternative moving forward will be constructed under a full detour. We also understand that ODOT will likely not be reviewing the project deliverables, it is possible that they may assist the County in review, if needed.

As such, we have assumed that ODOT's review assistance will be limited to typical County deliverable expectations and that we will receive one set of compiled review comments from the County after milestone submissions.

## **SCOPE OF WORK**

### **1. Field Survey**

- a. Prior to any field work mobilization, DLZ will send out property owner notification letters. DLZ anticipates preparing up to ten (10) letters. DLZ will submit the Landowner letter to Fairfield County for pre-approval prior to distribution. Landowner names and addresses will be based on current Fairfield County Auditor's information.
- b. Prior to any field work mobilization, DLZ will place dig and design tickets with OUPS to have utilities marked and to receive record utility plans.
- c. DLZ to perform additional due diligence public records research to assist in centerline, rights-of-way, and property line determinations. Fairfield County has already provided the existing deeds within the project limits. Per Fairfield County Engineer, we understand the existing right-of-way to 60 feet wide centered on the existing center of pavement. Title reports and specific efforts related to easement research are not included in this scope of work. Any plottable easements that appear either in the deeds provided or in the due diligence research will be shown.
- d. DLZ to establish two (2) pairs of Primary Project Control Points (one pair on either side of the bridge) referenced to the Ohio State Plane Coordinate System, South Zone, NAD 83(2011) using ODOT VRS multi-observation averaging. DLZ to establish two temporary benchmarks (one on either side of the existing bridge) with an elevation referenced to NAVD 88 datum and tied into the centerline control set by the DLZ. DLZ to set two (2) pairs of Magnetic Nails (one pair on either side of the bridge) to monument the existing centerline of right of way for construction purposes. Project Control and Centerline Monuments shall meet the Fairfield County tolerance requirements as outlined in the Project Scope of Services document.
- e. DLZ will perform a Field Survey on the existing bridge showing the general footprint. This includes survey locations of the abutments, wingwalls, bridge deck, and low chord elevations.

- f. A total of eight (8) stream cross sections for hydraulic modeling will also be obtained on the upstream and downstream sides of the existing bridge at the following locations and intervals: normal channel section at the bridge; 50 feet, 100 feet and 150 feet from the bridge. Stream section survey will include locations at the center of the stream, edge of water, toe of slope, top of bank and 25 feet past the top of bank. Any other significant break lines, defining the channel at these locations, will also be obtained.
- g. DLZ will perform a full topographic survey along a corridor that is eighty (80) feet wide (centered on the existing centerline of pavement) that extends 400 feet west of the existing westerly approach slab and 800 feet east of the easterly approach slab. Cross sections of the existing road will be obtained at 50-foot intervals. Maximum spacing between other topographic survey locations will be 50 feet. Survey will also include location of visible above-ground features and location of utility markings performed by utility owners or line-locating services. Perimeter of wood lines will be located. Individual trees greater than or equal to 12 inches at Diameter-Breast-Height will be located. Locations of Geotechnical As-Drilled borings will also be obtained.
- h. DLZ to make the County aware of any potential utility impacts but will not coordinate the work with the utilities.
- i. DLZ will prepare a 20-scale topographic base map, with a 1'/5' contour interval, of the project site. Base Map will include all existing features and project control points identified above. Base map will be prepared in MicroStation format (.dgn).
- j. DLZ will prepare a 20-scale right of way base map of the project site. Base Map will include existing centerlines, existing rights of way, and property lines. Any plottable easements that appear either in the deeds provided or in the due diligence research will be shown. Base map will be prepared in MicroStation format (.dgn).

## 2. Hydraulic Analysis

- a. The waterway is not a FEMA regulated stream. DLZ will perform analyses on the stream, using StreamStats for hydrology (flows) and HEC-Ras for hydraulic modeling on the existing bridge as well as two proposed alternates. Given additional existing structures in the area over the same waterway, both alternates will have a larger waterway opening than existing to ensure no impact. DLZ will provide a brief letter type report will be provided summarizing these analyses, including a scour analysis.

The results of the analysis will be presented similar to the example provided by the County.

**3. Subsurface Investigation/Geotechnical Engineering**

- a. DLZ's Geotechnical Engineering Division understands that the existing Hamburg Road bridge over Muddy Prairie Run will be replaced with a new structure. Since the replacement bridge type reportedly has yet to be determined, for the purposes of this proposal DLZ has assumed that the new bridge will consist of a single span structure supported on deep foundation elements (e.g. driven piles).
- b. The geotechnical services will be performed in accordance with generally accepted industry standards and practices for similar type projects and structures.
- c. Based on our knowledge of the local geology, sandstone bedrock may lie at a depth of up to 75 feet below the existing ground surface at the site. Therefore, DLZ proposes to drill two soil borings for the proposed new bridge structure (one behind each existing abutment). Each boring will be advanced to a depth of 75 feet below the existing ground surface or to the top of bedrock, whichever comes first. If bedrock is encountered during drilling 10 feet of rock will be cored in one boring.
- d. DLZ will not provide traffic control during drilling operations (one lane closure anticipated). The County will either provide traffic control or close the road during the field work.
- e. No coring of existing pavements will be performed (any existing pavements will be augered through). Six feet of continuous soil sampling will be collected in each boring at the streamline elevation for our scour analysis.
- f. Standard soil index testing will be performed on representative samples. Up to one unconfined compressive strength testing of intact rock core will be performed if material suitable for this type of sampling and testing is actually encountered in the field.
- g. DLZ will prepare a geotechnical engineering report that will include the findings, calculations, conclusions, and recommendations for the selected new bridge structure. The report will include detailed foundation recommendations (all actual foundation designs by the bridge engineers), groundwater considerations



(dewatering designs by others), as well as general earthwork information for the project.

**4. Environmental**

Environmental tasks will be required as is typical for a bridge replacement/roadway alignment project conforming to Federal/State exchange requirements. In summary, these are to include:

- a. Ecological Survey
- b. Desktop Cultural Resources Assessment
- c. Section 401/404 Permitting
- d. Mussel Reconnaissance Survey (Only If Authorized)
- e. Mussel Relocation (Only If Authorized)

For detailed scope information on these tasks, see Attachment A. Environmental efforts will require concurrent coordination with the engineering team.

**5. Roadway Engineering Through Stage 1**

- a. For the roadway portion of the Preliminary Engineering Report, we will describe the existing conditions, the proposed typical section, one design speed alternative and estimated cost. The County will provide the design speed for the horizontal alignment and vertical profile upon review of the survey basemap.
- b. We will develop plan and profile sheets at 1" = 20' for the existing alignment and profile and plan and profile sheets at 1" = 20' for one alternative. We anticipate this alternative will shift Hamburg Rd. south approximately 30-40 ft. Each plan sheet will cover approximately 500'.
- c. We will prepare proposed typical sections.
- d. We will prepare cross sections for approximately 1,000' of road improvements, at 50' increments, for the proposed typical section. These cross sections will be based on standard criteria to show rough construction limits and the ditches will not be regraded to optimize drainage.
- e. We will prepare drive profiles for the five drives closest to the bridge.



- f. We will coordinate alignments/profiles with the County during the development process so that the County can determine the preferred alignment and profile.
- g. Prepare Stage 1 Plans.

6. Bridge Engineering Through Stage 1

- a. For the Preliminary Engineering Report, We will investigate the feasibility of two single-span structure types, a composite box beam bridge and a galvanized rolled steel beam bridge, both of which will include approach slabs. We will provide pros and cons including estimated costs of each alternative and provide a recommended alternative.
- b. We will develop a Site Plan & Profile sheet for the preferred structure type for the preferred roadway profile and alignment.
- c. We will develop Typical Section sheets for the preferred structure type for the preferred roadway profile and alignment.
- d. We will develop a single substructure sheet for the preferred abutment type recommended by the geotechnical report. Piers are not anticipated for the proposed structure.
- e. We will provide construction cost estimates for both alternatives, including future maintenance costs for comparison.
- f. Prepare a final Bridge Site Plan for the Stage 1 Plans.

7. Maintenance of traffic

- a. The Contractor will adequately sign the structure for closure. DLZ will not provide a detour plan. We will provide an ITEM 614 plan note that requires the contractor to provide and erect items per applicable ODOT Standard Drawings.

8. Anticipated Deliverables Through Stage 1 (Excluding Environmental)

- a. Brief Preliminary Engineering Report for the Bridge. Anticipated report body contents include:

- i. Summary
- ii. Brief Roadway Discussion
- iii. Structure Type Study
- iv. Conclusions and Recommendations for bridge type (Revised roadway geometrics to be determined by the County).

Anticipated report appendices include:

- i. Existing Bridge Plans
  - ii. Hydraulic Letter Type Report
  - iii. Geotechnical Report
  - iv. Preliminary Bridge Plans
  - v. Estimates of Probable Construction Costs
- b. Stage 1 Plans. As the roadway alignment/profile and bridge type are unknown at this time, Stage 1 Plan contents will be determined within the budget proposed once a consensus is reached on the realigned roadway geometrics and bridge type is known.

#### 9. Right-of-Way

- a. DLZ anticipates a slight realignment of the roadway requiring both Standard Highway and Temporary Easement acquisition.
- b. DLZ anticipates 9 Ownerships being impacted within the project corridor.
- c. DLZ will prepare the following Right-of-Way Sheets:
  - i. 3 ROW Detail Sheets.
  - ii. 1 Summary Sheet.
- d. DLZ will perform a field review to verify proposed right of way design.
- e. DLZ will prepare a total of seven descriptions with accompanying closure reports that will meet Ohio Minimum Survey Standards and Fairfield County Conveyance Standards.
- f. DLZ will set monuments at all proposed Standard Highway easement corners.
- g. The County will perform all right-of-way acquisition

#### 10. Engineering, Stage 2 through Final Deliverables

- a. As the roadway alignment/profile and bridge type are unknown at this time, Stage 2 through Final Plan deliverables will be determined within the budget proposed once Stage 1 Deliverables are approved. Final Plans will be produced as to be complete for

construction, in line with previously prepared plans for County Clients that were constructed without issue in the construction phase of the project.

- b. Anticipated submittal contents are provided in the next section.

#### 11. Submittals

- a. Preliminary Engineering Report (Bridge)
- b. Stage 1 Plans, construction cost estimate including roadway items and utility coordination logs
- c. Stage 2 Plans including Preliminary ROW, updated construction cost estimate and updated utility coordination logs
- c. Stage 3 (Pre-Final) Plan Submittal including Final ROW, without quantities and updated construction cost estimate and updated utility coordination logs. Includes Structure Load Rating
- d. Final Plans and final construction cost estimate.

DLZ will submit the intermediate deliverables (Preliminary and for Stages) described above in PDF by way of email to the County. We understand that the County Prefers full size Mylars for the final submittal.

#### 12. Ongoing Services During Construction/Post Design

- a. We have included a placeholder of approximately \$5000 for ongoing services during construction/post design, only as authorized. We will only bill to this item as needed, up to the placeholder amount. Typical/anticipated items include:
  - i. Pre-bid questions
  - ii. Shop drawing review
  - iii. Creation of Record Drawings (previously called "As-Built" drawings)

These services do not include Construction Management/Inspection. As estimating the level of effort for ongoing services is somewhat unknown at this time, efforts requested more than the placeholder amount will need to be revisited under a future contract modification.

#### 13. Exclusions

- a. DLZ has not included efforts for items outside of those listed in this scope of work section. As the County has indicated that ODOT will not likely have any involvement during the design Stage, but it possible ODOT may provide some review comments if

needed by the County, this includes direct coordination with ODOT as addressed in the introductory "General" section of this proposal.

### **SCHEDULE**

The project schedule is contingent upon getting the timely authorization to proceed and timely receipt of County review Comments once the project is underway:

Authorization to Proceed	March 1, 2023
Field Survey Initiated	March 31, 2023
Basemap Complete	April 28, 2023
Basemap Submitted	April 28, 2023
Design Speed Received	May 26, 2023
Bridge Preliminary Report	August 31, 2023
Selection of Bridge Type	September 15, 2023
Stage 1 Submittal	November 17, 2023
Stage 1 Comments Received	December 15, 2023
Stage 2 Submittal	April 12, 2024
Stage 2 Comments Received	May 10, 2024
Stage 3 Submittal	July 12, 2024
Stage 3 Comments Received	August 2, 2024
Final Submittal	August 30, 2024

### **FEE**

DLZ will perform the engineering and supporting services for a lump sum amount shown on Attachment B. Please note that the fee spreadsheet provided includes a detailed breakdown of the engineering design and report effort tasks listed in the scope of work.



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

Re Revised Engineering Services Proposal for  
Hamburg Road Bridge Over Muddy Prairie Run  
(HOC-21, FAI-CR55-3 319)

Page 10 of 10

## CLOSING STATEMENT

Thank you for the opportunity to submit this proposal. Please do not hesitate to call should you have any questions or comments or require any clarifications.

Respectfully submitted,

**DLZ OHIO, INC.**

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Gary Bowen  
Senior Vice President  
February 10, 2023  
(Date)

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Christopher J. Selvaggio, P.E.  
Bridge Department Manager  
February 10, 2023  
(Date)

Enclosures:

Attachment A: Environmental Scope

Attachment B: Fee Spreadsheet



August 26, 2022

Mr. Chris Selvaggio, P.E.  
DLZ  
614 W Superior Ave.  
Suite 1000  
Cleveland, OH 44113

**Re: HOC-21, FAI-CR55-3.319 (Hamburg Road Bridge Replacement over Muddy Prairie Run) – Waterway Permitting and Ecological Services**

Dear Mr. Selvaggio,

Lawhon & Associates, Inc. (L&A) is pleased to submit this proposal to provide waterway permitting and supporting field studies for the above captioned project. It is our understanding that the project involves the demolition and replacement of a deteriorated structure and realign the approaches on Hamburg Road over Muddy Prairie Run in Hocking Township, Fairfield County, Ohio. It is our understanding that the project will be funded as part of the State/Federal Exchange program. Our services will include an ecological survey, mussel reconnaissance survey, threatened and endangered species and habitat assessment, desktop cultural resource assessment, and waterway permitting services (Section 404 and 401) for the proposed bridge replacement project. L&A's technical approach, estimated fees, and proposed schedule to complete these tasks are stated within this proposal.

## Company Overview

L&A provides full-service environmental and engineering consulting services to solve environmental issues for the public and private sector. The company was established in 1985 in Columbus, Ohio and owes its success to a continuing policy of providing sound environmental technical solutions through the personal direction of the principals and staff. Over the last 30 years, our services have grown to include hazardous building material consulting, environmental site investigations and remediation; ecological and wetland services; cultural and historic resources evaluations; indoor environmental quality studies; and NEPA compliance. L&A is a women-owned business and licensed engineering company (#03-0125) in the State of Ohio, with offices in Columbus, Cleveland, Dayton and Cincinnati, Ohio. We are known for being responsive to our clients and for providing quality services in a cost effective and timely manner.

## Technical Proposal

The Environmental Scope for the construction of a new bridge along Hamburg Road over Muddy Prairie Run in Fairfield County, Ohio was developed to fulfill the requirements of the Federal/State Exchange Program. The conditions of eligibility for the Federal/State Exchange Program include

specifications that no impacts to cultural resources, threatened and endangered species or Ohio EPA's Ohio Rapid Assessment Method for Wetlands Category 2 or 3 wetlands take place and impacts to streams and wetlands fall within the thresholds of the United States Army Corps of Engineers (USACE) Nationwide Permits (NWP). L&A expects that this project would fit the criteria for a NWP- 14 Transportation Projects if the impacts to surface waters proposed by the project are less than 0.5 acres and the habitat surveys do not determine that Muddy Prairie Run is a high-quality water. Muddy Prairie Run is listed as being located in an area designated as being possibly eligible for an Ohio 401 Water Quality Certification of the NWPs by the USACE and may require additional coordination with the Ohio EPA. L&A will coordinate with the designer to help minimize and avoid impacts streams and wetlands throughout the design process.

#### Task 1: Ecological Survey

L&A will conduct an ecological survey of the proposed bridge replacement project area. The ecological survey will include the identification and delineation of all potentially jurisdictional waters (i.e. wetlands and streams) in accordance with the procedures for routine wetland delineations as described in the 1987 USACE Wetland Delineation Manual and the Eastern Mountains and Piedmont Regional Supplement; wetland assessment utilizing ORAM; stream assessment utilizing the Ohio EPA's Qualitative Habitat Evaluation Index (QHEI) protocol and/or Headwater Habitat Evaluation Index evaluation (HHEI) for headwater streams (qualitative assessment only), as applicable; and the assessment of any threatened or endangered (T&E) species or potentially suitable habitat for these species within the study area. Prior to the initiation of the field survey, L&A will review existing mapping resources and contact USFWS and ODNR to request information on any recorded occurrences of federal or state-protected species within the immediate vicinity of the study area.

During the Ecological Survey and if field conditions are suitable, a mussel reconnaissance survey will be performed. At a minimum, the reconnaissance level survey is required since Muddy Prairie Run is an unlisted stream on the 2022 Ohio Mussel Survey Protocol (OMSP) and has a drainage area greater than 5 square miles. Mussel reconnaissance surveys can be completed between May 1 and October 1 and if field work is anticipated prior to May 1, then an additional field visit may be required. An additional field visit will also be required if field conditions and water levels at the time of the survey do not meet the survey requirements (Task 2, *if authorized*). A separate Mussel Reconnaissance Survey will be needed if an additional field mobilization is required. The results of the survey will be coordinated with ODNR in accordance with the OMSP. Any identified ecological resources data will be provided to DLZ electronically (shapefiles and/or .dgn files of delineated resources) so that information can be included in design plans.

#### Task 2. Mussel Reconnaissance Survey (*if authorized*)

A mussel reconnaissance level survey will be completed with a separate mobilization from the Ecological Survey if the Mussel Reconnaissance Survey is not able to be completed during the Ecological Survey field mobilization in Task 1. This task will be required if the Ecological Survey fieldwork is scheduled to take place outside of the mussel survey season (May 1 – October 1) or if stream conditions do not meet protocol standards (elevated turbidity, high flows, inclement weather, etc.). The results of the survey will be coordinated with ODNR in accordance with the OMSP.



### Task 3. Desktop Cultural Resources Assessment

Impacts to waterways subject to Section 404 Regulation will initiate Section 106 of the Historic Preservation Act. L&A will provide documentation of a desktop cultural resource review to SHPO prior to submitting permitting documentation to the Corps to expedite their review.

### Task 4: Section 404 Nationwide Permit

Based on L&A's understanding of the bridge replacement project, the activity should be eligible for authorization under a Corps Nationwide Permit (NWP), NWP 14 – Linear Transportation. This NWP has certain notification requirements that would require the submission of a pre-construction notification (PCN) to the Corps. Notification to the Corps would be required if certain resources are identified during the field investigation or the design of the project has activities associated with construction that require notification.

L&A will prepare a Section 404 Pre-Construction Notification (PCN) for submission to the USACE. As part of the permit package, L&A will incorporate the responses from USFWS and ODNR regarding the potential presence of federal or state-protected species within the immediate vicinity of the proposed project.

The Corps may take up to 60 days to review the PCN and issue authorization of the project. If the project requires an expedited permitting schedule, L&A can initiate coordination with the Corps by submitting project information to the Corps as pre-application coordination. DLZ design engineers or Fairfield County Engineers may need to provide the additional information and any other pertinent information about the project with L&A prior to initiating contact with the Corps.

The proposed project is located in a watershed where the Ohio EPA did not automatically grant Section 401 coverage to certain NWPs, including NWP 14. The project is located in a potentially eligible area and impacts to higher quality streams in these areas will require authorization under either an Individual 401 WQC or an Ohio EPA Director's Authorization. Based on the scope of the project L&A anticipates this project would be eligible for a Director's Authorization. Compensatory mitigation is required by the Ohio EPA when impacts are authorized under a Director's Authorization. L&A will facilitate the purchase of mitigation credit at an approved wetland mitigation bank or in-lieu fee mitigation provider as part of this task. If a Director's Authorization is required, L&A will provide a separate scope and fee to complete this task.

### Task 5: Mussel Relocation Survey (If authorized)

If live mussels or evidence of mussels is observed during the reconnaissance survey, then ODNR will require a mussel relocation survey be conducted prior to construction. L&A will conduct the mussel relocation survey in accordance with the OMSP and these surveys can only be completed between May 1 and October 1 and when stream conditions meet protocol standards. The survey plan and survey relocation report will be coordinated with ODNR for approval.



## Schedule

L&A can begin work on this project upon signed authorization to proceed. Field work for this project should be initiated during the mussel survey field season, between May 1<sup>st</sup> and October 1<sup>st</sup>.

## Estimated Fees

L&A proposes to perform the Tasks listed for the lump sum fees presented below. These estimates include all labor and equipment necessary to perform the work described.

Task	Fee
Task 1: Ecological Survey	\$6,705.00
Task 2: Mussel Reconnaissance Survey ( <i>if authorized</i> )	\$1,712.00
Task 3: Desktop Cultural Resources Review	\$1,750.00
Task 4: Permitting	\$6,818.00
Task 5: Mussel Relocation ( <i>if authorized</i> )	\$6,870.00

## Assumptions

In completing the scope of services described above, L&A assumes the following:

1. Client will provide plans and/or maps that clearly depict the project boundaries and relevant site features in electronic format. Relevant features include any previously identified ecological features or existing structures associated with the proposed bridge replacement.
2. The schedule estimates assumes no significant delays due to weather, design changes or agency availability.
3. Report(s) will be submitted electronically (PDF) for review.
4. Application Fees associated with agency permitting are not included in this fee estimate and will be the responsibility of the Client or Applicant.
5. Fees associated with the purchase of wetland or stream mitigation credits are not included in this fee estimate and will be the responsibility of the Client or Applicant. L&A will complete the required paperwork to secure mitigation credit as part of the application process and is included in this proposal.
6. All alternative alignments considered will be encompassed in the study area designated for field work. If work is proposed outside of the study area originally surveyed, a separate proposal will be provided for the additional fieldwork to survey additional areas.

## General Conditions

One signed copy of this proposal will serve as our authorization to proceed. Exhibit A – General Conditions, attached hereto as and incorporated herein by reference, are a part of this proposal. The proposal cost estimate is effective for a period of sixty (60) days. If there are any questions, please telephone Jackie Bruns at (614) 481-8600 or via e-mail [jbruns@lawhon-assoc.com](mailto:jbruns@lawhon-assoc.com).

Sincerely,



Jaclyn T. Bruns  
Sr. Project Manager, NEPA/Planning Services



Susan S. Daniels, PE, AICP  
Principal, Director of NEPA/Planning Services

Attachments

Approved by:

for DLZ

Printed Name and Title

Date

# SUMMARY OF STEPS

	A	B	C	D	E	F	G	H	I	J	K
1	REVISED ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL										
2	AND LABOR RATES FOR										
3	Fairfield County - Hamburg Road Bridge (HOC-21, FA-CRS5-3.319)										
4											
5											
6											
7	CONSULTANT: DLZ Ohio, Inc.										
8											
9											
10	PROJECT DESCRIPTION: Bridge Replacement and Roadway Realignment										
11											
12											
13											
14											
15											
16											
17											
18											
19	Task Description										
20	Engineering Through Stage 1										
21											
22	Survey, Environmental and Geotechnical										
23	Stage 1 Engineering Design										
24											
25	TOTAL - Engineering Through Stage 1										
26											
27	Stage 2 Through Final Deliverables										
28											
29	Project Plans (Detail Plans Through Final)										
30											
31	TOTAL - Stage 2 Through Final Deliverables										
32											
33	Total - Base Fee										
34											
35											
36	If Authorized										
37											
38	Mussel Reconnaissance Survey										
39	Mussel Relocation										
40	Ongoing Services During Construction/Post Design										
41											
42	TOTAL - If Authorized										
43											
44											
45	Total - Including if Authorized										

Average Overhead Rate = 157.25% (Net Fee Calc.)  
 Overhead Percentage = 165.59%  
 Net Fee Percentage = 11.00%  
 Cost of Money = 0.58%

Proposal Date: 8/19/2022  
 Revised Date: 2/10/2023



	A	B	C	D	E	F	G	H	I
		Proj Mgr/ Proj Exec	Sr. Engr/Surveyor	Proj Engr/ Surveyor	Env. Spec/ Engineer	Technician	Survey Crew	Total Hours	Labor Costs
16	Task Description								
17									
62									
63	Stage 1 Engineering Design	34	125	94	232	0	0	485	\$25,691
64									
65	TOTAL - Engineering Through Stage 1	36	151	126	260	20	62	655	\$35,688
66									
67	Stage 2 Through Final Deliverables								
68									
69									
70	Project Plans (Detail Plans Through Final)								
71									
72	Stage 2 Roadway Deliverables (Number of plan sheets to be determined)		22		40			62	\$3,056
73	Stage 2 Bridge Deliverables (Number of plan sheets to be determined)		60		188			248	\$11,595
74	Stage 2 Utility Coordination		2	12	24			38	\$1,802
75	ROW Plans (3 Detail RW Sheets - Prelim & Final)		12		66		6	84	\$3,926
76	ROW Plans (1 Summary Sheet - Prelim & Final)		2		8			10	\$458
77	Legal Descriptions (7)		7		14			21	\$1,026
78	ROW Set Pins After Acquisition		1	2			8	11	\$762
79	Stage 2 Updated Cost Estimate		2	6	10			18	\$883
80	Stage 3 Roadway Deliverables (Number of plan sheets to be determined)		14		40			54	\$2,546
81	Stage 3 Bridge Deliverables (Number of plan sheets to be determined)		8		48			56	\$2,492
82	Stage 3 Utility Coordination		2	12				14	\$812
83	Bridge Load Rating		6		24		30	30	\$1,374
84	Stage 3 Updated Cost Estimate		1	4	8			13	\$622
85	Final Roadway Deliverables (Number of plan sheets to be determined)		2	8	6		18	26	\$914
86	Final Bridge Deliverables (Number of plan sheets to be determined)		2	8	8		18	34	\$914
87	Final Utility Coordination		1	6			7	10	\$406
88	Final Cost Estimate		1	3	6		10	20	\$483
96	Project Management	50						50	\$4,063
97									
98	Project Plans (Detail Plans Through Final)	50	145	61	492	0	14	762	\$38,137
99									
100	TOTAL - Stage 2 Through Final Deliverables	50	145	61	492	0	14	762	\$38,137
101									
102									
103									
104									
105									
106									
107									
108	If Authorized								
109									
110									
111	Mussel Reconnaissance Survey	1		3				4	\$252
112	Mussel Relocation	1						1	\$81
113	Ongoing Services During Construction/Post Design	2		5	24			35	\$1,666
125									

	A	B	C	D	E	F	G	H	I
	Task Description	Proj Mgr/ Proj Exec	Sr. Engr/Surveyor	Proj Engr/ Surveyor	Env. Spec/ Engineer	Technician	Survey Crew	Total Hours	Labor Costs
16									
17									
126		4	0	12	24	0	0	40	\$1,999
127									
128	TOTAL - If Authorized	4	0	12	24	0	0	40	\$1,999
129									
130									
131									
132	<b>Total - Including if Authorized</b>	90	296	199	776	20	76	1457	\$ 75,825

**ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL  
AND LABOR RATES FOR  
Fairfield County - Hamburg Road Bridge (HOC-21, FAI-CR55-3.319)**

CONSULTANT: DLZ Ohio, Inc.

PROJECT DESCRIPTION: Bridge Replacement and Roadway Realignment

Proposal Date: 8/19/2022  
Revised Date: 2/10/2023

Average Overhead Rate = 157.25% (Net Fee Calc.)  
Overhead Percentage = 165.59%  
Net Fee Percentage = 11.00%  
Cost of Money = 0.58%

## Engineering Through Stage 1

Task Description	No. Sheets	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
<b>Survey, Environmental and Geotechnical</b>										
18 Survey, Environmental and Geotechnical		\$60.50	10	\$605	\$1,002	\$4	\$59	\$0	\$171	\$1,840
21 Design Engineer Site Visit		\$72.72	64	\$4,654	\$7,707	\$27	\$618	\$0	\$1,317	\$14,323
22 Survey - Topographic/Bndy - Field Work (Includes two man crew)		\$49.77	48	\$2,389	\$3,956	\$14	\$165	\$0	\$676	\$7,200
25 Survey - Topographic/Bndy - Office Work		\$63.06	8	\$505	\$835	\$3	\$33	\$18,273	\$143	\$19,759
26 Environmental		\$43.88	10	\$439	\$727	\$0	\$33	\$0	\$124	\$1,324
31 Geotechnical - Utility Clearance, Field Recon and Drilling Coord		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
32 Geotechnical - Drilling, 3 days (Includes no MOT)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
33 Geotechnical - Laboratory		#DIV/0!	0	\$0	\$0	\$0	\$2,223	\$0	\$2,223	\$2,223
34 Geotechnical - Engineering Analysis and Final Report		\$46.91	30	\$1,407	\$2,330	\$8	\$0	\$0	\$398	\$4,144
35										
<b>Survey, Environmental and Geotechnical (AVG.)</b>										
36 Stage 1 Engineering Design		\$58.81	170	\$9,999	\$16,557	\$58	\$10,297	\$18,273	\$2,829	\$58,012
37										
38 H&H, including scour		\$47.75	56	\$2,674	\$4,428	\$16	\$8	\$0	\$757	\$7,982
40 Hydraulics Letter Type Report, including scour		\$47.75	14	\$669	\$1,107	\$4	\$8	\$0	\$189	\$1,976
41 Prel. Design for PE Report (2 superstructure alternatives)		\$48.83	36	\$1,758	\$2,911	\$10	\$15	\$0	\$497	\$5,192
42 PE Discussions with County		\$81.25	4	\$325	\$538	\$2	\$0	\$0	\$92	\$957
43 PE Report, Structures and Overall (Not including Roadway)		\$60.75	28	\$1,701	\$2,817	\$10	\$15	\$0	\$481	\$5,024
44 Bridge Final Site Plan (1-sheet for preferred alternative)	2	\$49.21	40	\$1,969	\$3,260	\$11	\$6	\$0	\$557	\$5,803
45 Bridge Typical Section (1-sheet for preferred alternative)	2	\$48.83	24	\$1,172	\$1,941	\$7	\$6	\$0	\$332	\$3,457
46 Bridge Abutment Sheet (1-sheet for preferred alternative)	1	\$48.83	24	\$1,172	\$1,941	\$7	\$6	\$0	\$332	\$3,454
47 PE Report, Roadway Portion		\$63.38	12	\$761	\$1,259	\$4	\$15	\$0	\$215	\$2,254
48 Roadway Design Criteria Document		\$45.19	4	\$181	\$299	\$1	\$2	\$0	\$51	\$534
49 Title Sheet	1	\$50.00	8	\$400	\$662	\$2	\$3	\$0	\$113	\$1,181
51 Typical Section (one) for Design Speed Provided by the County	1	\$49.83	10	\$498	\$825	\$3	\$3	\$0	\$141	\$1,470
53 P&P Sheets for Design Speed Provided by the County	1	\$52.37	84	\$4,399	\$7,284	\$26	\$33	\$0	\$1,245	\$12,956
55 Cross Sections (twenty) for Design Speed Provided by the County	10	\$52.10	60	\$521	\$5,176	\$18	\$6	\$0	\$685	\$9,211
57 Drive Profiles (five) for Design Speed Provided by the County	5	\$48.25	20	\$965	\$1,598	\$6	\$3	\$0	\$230	\$2,845
58 Utility Coordination		\$58.00	14	\$812	\$1,345	\$5	\$4	\$0	\$305	\$3,181
59 Construction Cost Estimate (Roadway and Bridge - Two Bridge Alternatives)		\$49.05	22	\$1,079	\$1,787	\$6	\$0	\$0	\$115	\$1,196
60 Internal QA/QC		\$81.25	5	\$406	\$673	\$2	\$0	\$0	\$460	\$4,785
61 Project Management		\$81.25	20	\$1,625	\$2,691	\$9	\$0	\$0		



		M	N	O	P	Q	R	S	T	U	V
Task Description	No. Sheets	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
16											
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16											
17	Task Description	No. Sheets	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
126		0	\$49.98	40	\$1,999	\$3,310	\$12	\$81	\$8,582	\$566	\$14,549
127		0	(AVG.)								
128	TOTAL - If Authorized	0	\$49.98	40	\$1,999	\$3,310	\$12	\$81	\$8,582	\$566	\$14,549
129											
130											
131											
132	<b>Total - Including if Authorized</b>			1,457	\$75,825	\$ 125,558	\$ 440	\$11,477	\$ 26,855	\$ 21,456	\$ 261,610

**ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL**  
**DIRECT COSTS**  
**Fairfield County - Hamburg Road Bridge (HOC-21, FAJ-CR55-3.319)**

CONSULTANT: DLZ Ohio, Inc.

PROJECT DESCRIPTION: Bridge Replacement and Roadway Realignment

Proposal Date: 8/19/2022  
 Revised Date: 2/10/2023

Mileage Rate = \$ 0.650  
 UPS (Ground) = \$ 16.00  
 Overnight Mail = \$ -  
 Copies (Letter size) =  
 Copies (Tabloid size) =  
 Copies (22" x 34" bond) =  
 Copies (24" x 36" mylar) =  
 Other (lodging per night) =

\$ 0.15  
 \$ 0.30  
 \$ 3.00  
 \$ 16.00  
 varies

## Engineering Through Stage 1

	A	B	C	D	E	F	G	H	I	J	K
1	ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL										
2	DIRECT COSTS										
3	Fairfield County - Hamburg Road Bridge (HOC-21, FA-CRS5-3.319)										
4											
5											
6	CONSULTANT: DLZ Ohio, Inc.										
7											
8											
9											
10	PROJECT DESCRIPTION: Bridge Replacement and Roadway Realignment										
11	Mileage Rate = \$ 0.650 Copies (1 letter size) = \$ 0.15										
12	UPS (Ground) = \$ 16.00 Copies (Tabloid size) = \$ 0.30										
13	Overnight Mail = \$ - Copies (22" x 34" bond) = \$ 3.00										
14	Copies (24" x 36" mylar) = \$ 16.00										
15	Other (lodging per night) = varies										
16											
17											
18	Task Description										
19	Engineering Through Stage 1										
20											
21	Survey, Environmental and Geotechnical										
22	Design Engineer Site Visit										
23	Survey - Topographic/Bondy - Field Work (Includes two man crew)										
24	Survey - Topographic/Bondy - Office Work										
25	Environmental										
26	Geotechnical - Utility Clearance, Field Recon and Drilling Coord										
27	Geotechnical - Drilling, 3 days (Includes no MOT)										
28	Geotechnical - Laboratory										
29	Geotechnical - Engineering Analysis and Final Report										
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38	Stage 1 Engineering Design										
39	H&H, including scour										
40	Hydraulics Letter Type Report, including scour										
41	Prel. Design for PE Report (2 superstructure alternatives)										
42	PE Discussions with County										
43	PE Report, Structures and Overall (Not including Roadway)										
44	Bridge Final Site Plan (1-sheet for preferred alternative)										
45	Bridge Typical Section (1-sheet for preferred alternative)										
46	Bridge Abutment Sheet (1-sheet for preferred alternative)										
47	PE Report, Roadway Portion										
48	Roadway Design Criteria Document										
49	Title Sheet										
50											
51	Typical Section (one) for Design Speed Provided by the County										
52	P&P Sheets for Design Speed Provided by the County										
53	Cross Sections (twenty) for Design Speed Provided by the County										
54	Drive Profiles (five) for Design Speed Provided by the County										
55	Utility Coordination										
56	Construction Cost Estimate (Roadway and Bridge - Two Bridge Alternatives)										
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2



ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23003106 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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

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DLZ OHIO INC  
6121 HUNTLEY RD  
COLUMBUS, OH 43229-1003

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
					3329
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
02/22/2023	1070				ENGINEER-ADMIN
NOTES					

CONTRACT SERVICES CONSULTANT HOC-21 PLANS

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	
1	CONTRACTUAL SERVICES CONSULTANT HOC-21 PLANS	1.0	EACH	\$261,061.00	\$261,061.00



Partial Order



Purchase Order Complete

03/07/2023204

Receiver

Date

RECEIVING COPY

Purchase Order Total

\$261,061.00

204

## 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

HOC-21 DLZ Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Cheryl Downour; Deputy Director, Finance & Admin. & Tech. Services

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A resolution to approve an Agreement between Fairfield County and DLZ Ohio, Inc.

(Fairfield County Engineer)

Approved as to form on 3/3/2023 9:43:19 AM by Amy Brown-Thompson,



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

Resolution No. 2023-03.07.m

A resolution to approve an Agreement between Fairfield County and DLZ Ohio, Inc.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



2023-03.07.n

A Resolution to Approve Advertising for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project.

WHEREAS, the County Engineer is advising this Board that the construction drawings for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project have been completed, and

WHEREAS, the County Engineer is requesting approval to advertise for bids for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project.

---

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

---

SECTION 1: that this Board of County Commissioners does hereby grant approval for the County Engineer to advertise for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvement Project.

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

Prepared by: Cheryl Downour  
cc: Engineering Office

Resolution No. 2023-03.07.n

A Resolution to Approve Advertising for the FAI -CR7-1.94 Refugee Road Intersection Safety Improvement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a reimbursement for Intensive Home-Based Therapy paid for by Fairfield County ADAMH as a memo expense receipt for fund# 7521 Family, Adult, and Children First Council

WHEREAS, ADAMH pays OhioGuidestone for Intensive Home-Based Therapy services for clients referred by the Multi-System Youth Program at Family, Adult, and Children First Council.

WHEREAS, The Family, Adult, and Children First Council has a fund that allows for Intensive Home-Based Therapy services.

WHEREAS, the Family, Adult, and Children First Council needs to reimburse the Fairfield County ADMAH by using code 60815820 530100; 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:

50206600 433472 FACFC-pass thru \$ 27,873.80

This amount represents monies owed to the Fairfield County ADMAH for Intensive Home-Based Therapy provided to Family, Adult, and Children First Council's clients, as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of pass thru contracts and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the ADMAH for Intensive Home Based-Therapy refund.

Memo expenditure as referenced in supporting documentation:

Vendor # 12360 ADMAH

Account: 60815820 530100 Pass Thru Contract-Multi-System Youth Pool

Amount: \$ 27,873.80

Prepared by: Tiffany Wilson

OHIOGUIDESTONE6871PH2019U4WV998/12/2022 0:004TBS per 15 minutes \$35.96  
OHIOGUIDESTONE6871PH2019U4WV998/12/2022 0:004TBS per 15 minutes \$35.96  
OHIOGUIDESTONE6871PH2019U4WV128/15/2022 0:0012TBS per 15 minutes \$107.88  
OHIOGUIDESTONE6871P90834U4WV128/16/2022 0:001Psychotherapy 45 minutes \$69.74  
OHIOGUIDESTONE6871PH2019U4WV128/16/2022 0:007TBS per 15 minutes \$62.93  
OHIOGUIDESTONE6871PH2019U4WV998/19/2022 0:009TBS per 15 minutes \$80.91  
OHIOGUIDESTONE6871PH2019U4WV997/11/2022 0:003TBS per 15 minutes \$26.97  
OHIOGUIDESTONE6871P90847U4WV127/12/2022 0:001Family psychotherapy with patient 50 min\$85.61  
OHIOGUIDESTONE6871PH2019U4WV127/12/2022 0:005TBS per 15 minutes \$44.95  
OHIOGUIDESTONE6871P90847U4WV127/14/2022 0:001Family psychotherapy with patient 50 min\$85.61  
OHIOGUIDESTONE6871PH2019U4WV127/14/2022 0:006TBS per 15 minutes \$53.94  
OHIOGUIDESTONE6871PH2019U4WV997/15/2022 0:002TBS per 15 minutes \$17.98  
OHIOGUIDESTONE6871PH2019U4WV997/21/2022 0:003TBS per 15 minutes \$26.97  
OHIOGUIDESTONE6871PH2019U4WV997/22/2022 0:002TBS per 15 minutes \$17.98  
OHIOGUIDESTONE6871PH2019U4WV997/26/2022 0:008TBS per 15 minutes \$71.92  
OHIOGUIDESTONE6871PH2019U4WV997/29/2022 0:003TBS per 15 minutes \$26.97  
OHIOGUIDESTONE6871P90837U4WV128/4/2022 0:001Psychotherapy 60 minutes\$102.31  
OHIOGUIDESTONE6871PH2019U4WV128/4/2022 0:005TBS per 15 minutes \$44.95  
OHIOGUIDESTONE6871PH2019U4WV998/8/2022 0:003TBS per 15 minutes \$26.97  
OHIOGUIDESTONE6871PH2019U4WV998/10/2022 0:002TBS per 15 minutes \$17.98  
OHIOGUIDESTONE6871P90837U4WV128/11/2022 0:001Psychotherapy 60 minutes\$102.31  
OHIOGUIDESTONE6871P90846U4WV128/11/2022 0:001Family psychotherapy (w/o patient present) 50 min\$86.94  
OHIOGUIDESTONE6871PH2019U4WV128/11/2022 0:008TBS per 15 minutes \$71.92  
OHIOGUIDESTONE6871P90834U4WV128/16/2022 0:001Psychotherapy 45 minutes \$69.74  
OHIOGUIDESTONE6871PH2019U4WV128/16/2022 0:007TBS per 15 minutes \$62.93  
OHIOGUIDESTONE6871PH2019U4WV128/17/2022 0:0012TBS per 15 minutes \$107.88  
OHIOGUIDESTONE6871PH2019U4WV128/19/2022 0:009TBS per 15 minutes \$80.91  
OHIOGUIDESTONE6871PH2019U4WV998/19/2022 0:003TBS per 15 minutes \$26.97  
OHIOGUIDESTONE6871PH2019U4WV998/22/2022 0:002TBS per 15 minutes \$17.98  
OHIOGUIDESTONE6871PL0003WV119/7/2022 0:0042.1Wrap Around\$0.42  
OHIOGUIDESTONE6871AL0003WV119/7/2022 0:0042.1Wrap Around-\$0.42  
OHIOGUIDESTONE6871PL0003WV119/7/2022 0:002525Wrap Around\$25.25  
OHIOGUIDESTONE6871PL0003WV119/14/2022 0:00500Wrap Around\$5.00  
OHIOGUIDESTONE6871AL0003WV119/14/2022 0:00500Wrap Around-\$5.00  
OHIOGUIDESTONE6871PL0003WV119/14/2022 0:0030000Wrap Around\$300.00  
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OHIOGUIDESTONE6871AL0003WV119/20/2022 0:00500Wrap Around-\$5.00  
OHIOGUIDESTONE6871PL0003WV119/20/2022 0:0030000Wrap Around\$300.00  
OHIOGUIDESTONE6871PL0003WV119/21/2022 0:00185.6Wrap Around\$1.86  
OHIOGUIDESTONE6871AL0003WV119/21/2022 0:00185.6Wrap Around-\$1.86  
OHIOGUIDESTONE6871PL0003WV119/21/2022 0:0011136Wrap Around\$111.36  
OHIOGUIDESTONE6871PL0003WV119/27/2022 0:00500Wrap Around\$5.00  
OHIOGUIDESTONE6871AL0003WV119/27/2022 0:00500Wrap Around-\$5.00  
OHIOGUIDESTONE6871PL0003WV119/27/2022 0:0030000Wrap Around\$300.00  
OHIOGUIDESTONE6871PL0003WV1110/4/2022 0:0020000Wrap Around\$200.00  
OHIOGUIDESTONE6871PL0003WV1110/5/2022 0:0030000Wrap Around\$300.00  
OHIOGUIDESTONE6871PL0003WV1110/9/2022 0:003848Wrap Around\$38.48  
OHIOGUIDESTONE6871PL0003WV1110/12/2022 0:0030000Wrap Around\$300.00  
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TOTAL PAID\$27,873.80

Resolution No. 2023-03.07.o

A resolution to approve a reimbursement for Intensive Home-Based Therapy paid for by Fairfield County ADAMH as a memo expense receipt for fund# 7521 Family, Adult, and Children First Council

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

Approval of a memorandum of understanding.

WHEREAS, This Memorandum of Understanding (MOU) is made by and among the Fairfield County Family, Adult and Children First Council, Fairfield County ADAMH; and

WHEREAS, the purpose of the MOU is to set forth the procedures for Intensive Home-Based Therapy services for the Multi-System Youth Committee; and

WHEREAS, this MOU shall be effective July 1, 2023 through June 30, 2024; and

WHEREAS, the Prosecuting Attorney has approved the Memorandum of Understanding as to form; and

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

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Section 1. This Memorandum of Understanding (MOU) made by and among the Fairfield County Family, Adult and Children First Council, Fairfield County ADAMH and New Horizons Mental Health Services is hereby approved.

Prepared by: Tiffany Wilson

**APPENDIX A**

**Fairfield County  
INTENSIVE HOME-BASED SERVICES**

**Program Description:**

The Intensive Home-Based Therapy (IHBT) program is a short term, intensive, in-home family therapy and case management service. It is an evidence-based multidisciplinary team effort with the community service agencies and parents to serve children who are high risk. The primary goal of this program is to work together as a community to avoid or reduce the number of child placements outside of the home. It is strengths-driven and incorporates all aspects of the family ecosystem.

**Program Referral Criteria:**

- The family is a resident of Fairfield County as determined by Medicaid residency eligibility.
- The identified client:
  - Is at risk for out-of-home placement and/or;
  - Has returned to their home within the previous thirty (30) days from an out-of-home placement or is scheduled to return to their home from an out-of-home placement within thirty days and/or;
  - Requires a high intensity of mental health interventions to stabilize potential safety concerns and/or;
  - There is pending reunification of a cluster child and family.
- Families with two or more systems providing services will be given priority. A system is defined as a service delivery with a distinct service unit and/or goal for the client. Examples include juvenile court and mental health. While the agency/department providing the service may be the same, the discipline/client goal/service unit is different.
- Client cannot be actively psychotic.
- Dually diagnosed youth (mental health and substance abuse) are acceptable referrals.
- The family is available to participate in the program.
- The family agrees to comply with the Home-Based service plan.
- Children accepted are between the ages of birth to 18 years old.
- Interdisciplinary Team (I-Team) and Executive Cluster referrals are also accepted as a preventive measure.
- Referrals may be made when only one system is involved with the family.

**Referral Protocol:**

The following steps must occur when making a referral for the Home-Based Program:

- The client is discussed with the Interdisciplinary Team (I-Team) or the Executive Cluster and this Team agrees to pursue a staffing for these services.

- A service provider or family (self-referral) MUST complete the Cluster Referral Form, along with an Intersystem Collaboration for Youth Release of Information, which is given to the IHBT provider of services by the Family, Adult, and Children First Council (FACFC) Multi-System Youth (MSY) Coordinator.
- A clinical staffing involving ALL CURRENT PROVIDERS, parents *and adolescent, when appropriate*, is scheduled and facilitated at an agreed upon location by the IHBT service provider and MSY Coordinator of the FACFC. The final decision for admission into the IHBT program is made based on the clinical staffing. No commitments can be made to the family and/or referral agencies prior to this decision-making process.
- If the case is accepted after a clinical staffing, the case will then be assigned to a Home-Based Therapist/Case Manager.
- It is the IHBT provider's decision to accept or terminate a case due to safety risks, noncompliance of the family with Home-Based services or if the case is considered clinically inappropriate.
- With appropriate parent/guardian authorization for release of information, home-based clinicians will provide the MSY Coordinator with case-specific periodic reports of clinical progress and outcomes, including the Child and Adolescent Needs and Strengths (CANS) assessment. The MSY Coordinator will contact the service provider's Home-Based supervisor to request progress reports. Information may also be shared as appropriate at regularly scheduled I-Team and MSY Committee meetings.
- Expedited entry into the Home-Based program may be considered on a case-by-case basis dependent upon the needs of the family and the timeliness of multi-agency meetings. Expedited entry is defined as passing by the first step of this process (discussion at I-Team or Executive Cluster); however, all other steps apply. An expedited entry will be discussed at the next regular meeting of I-Team or Executive Cluster.

#### **Criteria for Successful Discharge:**

- Critical presenting problems have been stabilized and/or;
- An aftercare plan involving some combination of supports and other services is in place in order to enhance treatment progress made and/or;
- The family, in consultation with the Home-Based clinical team, determines that referral to another service provided would be in the best clinical interest of the child and family.

#### **Step Down Planning:**

##### Step-Down Program

1. Family must have completed their Home-Based program.
2. Family will be offered transition planning a month before the end of the Home-Based services.
3. The Home-Based Therapist, Outpatient Therapist, and Children's Case Manager will meet with the family to develop a treatment plan.



4. The following protocols will be used when the family is continuing with out-patient services after the completion of IHBT:
  - Service location, frequency and duration will be determined by the provider and family.
  - When appropriate and when funds are available, FACFC can provide respite and/or supportive services for these step-down families.

#### **Home-Based Program Capacity:**

Once the program is operating at capacity (5 families per therapist), the MSY Coordinator and the provider's IHBT Supervisor will prioritize families for admission to the home-based program, based upon the severity of symptoms, the degree of risk for out-of-home placement and/or the urgency of reunification needs that can be augmented by home-based services.

#### **Program Limitations:**

- Home-Based services are offered for a period of up to six months.
- If a child is placed in detention or hospitalized, the therapist will continue to work with the family and child for up to thirty days. Thirty days is defined as thirty (30) cumulative days out of the home.
- Re-entry is permitted on a case-by-case basis dependent upon re-evaluation of the family's situation and medical necessity.
- A family that is referred to repeat the program will be treated as a new referral and follow all the steps for admission as outlined previously in this document.

#### **Covered Costs:**

Most private insurers fail to cover in-home services needed by the youth served in the MSY Program. To better support the goal of reducing in-home placements, pool partners have agreed to cover IHBT costs for privately insured youth. Circumstances that warrant payment of IHBT services from the allocation reserved in the pooled funding include:

- Privately insured clients whose policies do not cover the cost of IHBT
- Services to youth in detention when documented satisfactorily that services are necessary for effective treatment
- Hospitalization step-down
- Services twice in one day when documented satisfactorily as necessary for effective treatment
- Other extraordinary services may be covered when documented satisfactorily as necessary for effective treatment and approved in advance by the Council and ADAMH Board

#### **Emergent Disputes Between Parent/Guardian and FCFC:**

An emergent dispute will be defined as a dispute that requires an immediate response due to the safety or well-being of the child(ren). In these instances, the immediate decision is made collaboratively with the parents or guardians and any immediate accessible staff available. FACFC will work to address the emergency in as timely and effective means possible. If an emergent dispute is initiated by a parent or

guardian, the following timeline will be utilized:

- 1) Within 3 calendar days of the disagreement/dispute, the family will submit the dispute in writing to the FACFC Executive Director communicating the desire to utilize the dispute resolution process. Supporting evidence or documentation concerning the dispute should be submitted with this request. This request should be submitted to:  
ATTN: Executive Director  
Fairfield County Family, Adult and Children First Council  
831 College Avenue, Suite C  
Lancaster, Ohio 43130
- 2) Upon receipt of the family request to utilize dispute resolution, a meeting with the Executive Cluster will be convened within 5 calendar days. This meeting will be scheduled at a mutually convenient time for the majority members of the family and the Executive Cluster. The family will prepare a presentation for the Executive Cluster regarding the nature of the dispute and the specific issues that are requested to be resolved. This presentation can be made by the family, advocate, or the MSY Coordinator.
- 3) At the meeting with the Executive Cluster, the family will present information regarding the nature of the dispute and identify specific issues that are requested to be resolved. The Executive Cluster will meet in closed session after the family's presentation to draft written responses to the family regarding the issues identified in the dispute. This must occur within 3 days of the family's presentation of the dispute. The Executive Cluster responses will be written the day of the MSY committee meeting and mailed immediately to the family. The FCFC Executive Director will be used as a neutral facilitator in this meeting and will be responsible for the written responses to the family.
- 4) When the provision of services cannot be resolved through the designated dispute resolution process, the final arbitrator will be the presiding Juvenile Court Judge. The family must submit in writing within 3 calendar days of receipt of the responses a request to have the dispute to be decided upon by the final arbitrator. Upon receipt of this request, the Executive Director of FCFC will submit within 2 calendar days all documentation regarding the dispute, (including, but not limited to) the request for dispute resolution and supporting documentation, responses made by the Executive Cluster, treatment information, and other relevant information to the presiding Juvenile Court Judge. The judge will issue a written decision based upon the dispute within 10 calendar days. **The entire process shall be completed in no more than 30 days.**

Please note, that when requested, the Ohio Family and Children First (OFCF) Cabinet Council (CC) will provide an administrative review of unresolved local disputes regarding conflicts among parents, agencies, and/or councils pertaining to the county council service coordination process or decisions made during the individual family service coordination process. The dispute must be concerning a decision made or a process proposed or implement during a phase of the county service coordination process regarding a family or child who is formally involved in the county Family and Children First service coordination. This includes a disagreement regarding the denial of acceptance of a family into the county service coordination process. Agencies, providers, or parent/legal guardians who have participated on a family service coordination plan team may request a dispute resolution review. The OFCF Service Coordination Committee will review such requests and make recommendations to the CC for its review and approval. With Cabinet Council (CC) approval, the OFCF will respond, in writing to the county council requests for dispute resolution review within 30 days of the receipt of

the request by the State Service Coordination Committee.

The following requirements must be met BEFORE the county dispute case can be reviewed:

1. The involved family must sign a release to have its information shared with the OFCF Service Coordination Committee and the Cabinet Council.
2. The family must have been referred to and accepted into some level of the county council service coordination process. Two exceptions to this requirement are:
  - a. When a family was referred to the county FCFC service coordination, either by itself or by another party, and was not accepted into the county service coordination. In this circumstance, an administrative review will be granted, if the fact of not being accepted into service coordination is the matter being disputed.
  - b. If the dispute is regarding service being provided through Help Me Grow for a Part C eligible child. A copy of the Fairfield County HMG Dispute process can be obtained by calling the Fairfield County HMG Project Director at 740-652-7286.
3. The county council must verify that the county council dispute resolution process has been completed without satisfactory resolution as determined by the concerned parties.
4. The county council must request the Cabinet Council review and submit requested documents pertaining to the dispute.
5. The State Service Coordination Committee is the final arbiter of the county service coordination disputes. The Committee is comprised of representatives of the Ohio Family and Children First (OFCF) Cabinet agencies and Office of OCFC. The family must submit in writing within 5 calendar days of receipt of the responses a request to the FAF Council Executive Director to have the dispute to be decided upon by the Committee. Upon receipt of this request, the FAF Executive Director will provide the family with the appropriate forms, documents and instructions prescribed by the State Service Coordination Committee. Guidance and specific requirements for requesting a review, including forms to be used for a request, are available at:  
<http://www.fcf.ohio.gov/CoordinatingServices/ServiceCoordinationStateCommittee.aspx>

Revised 6/2022

## CONTRACT FOR SERVICES

**Fairfield County Board of Commissioners  
as Administrative Agent for  
The Fairfield County Family, Adult and Children First Council**

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Effective Date: July 1, 2023  
Termination Date: June 30, 2024

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CONTRACT AGENCY:

**Fairfield County ADAMH Board**

MAXIMUM CONTRACT AMOUNT: \$100,000.00

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WHEREAS, the Fairfield County Board of Commissioners (hereinafter the “Board”) as administrative agent for the Fairfield County Family and Children First Council (hereinafter the “Council”) is authorized under R.C. 121.37(B)(5)(a) to enter into contracts with public or private entities to fulfill specific Council business; and

WHEREAS, the Council has applied for and received funds through a grant (hereinafter the “Grant”) from the Multi-System Youth Pooled Fund for a program known as the **Intensive Home-Based Family Therapy Program**.

WHEREAS, the Fairfield County ADAMH Board (hereinafter referred to as the “Agency”) is able to contract for the provision of the needed services as designated in the terms of the Grant.

THEREFORE, the parties agree as follows:

1. The Council agrees to purchase specific services known as the **Intensive Home-Based Family Therapy Program** (hereinafter the “Project”) as outlined in attached **Appendix A**, and the Agency shall contract with service providers who will provide those services to the eligible populace of Fairfield County, and produce the specific outcomes as identified in Appendix A, so long as funds are available from the funding Grant.
2. The Agency agrees to comply with all terms of the Grant and to provide all required reporting statements to the Council and the Multi-System Youth Committee.
3. The Agency shall provide to the Council monthly statements and accountings of all project expenditures. Statements shall be provided in a form acceptable to and designated by the Council. Payment of the allocation is contingent upon the Agency’s compliance with the terms of the Grant and the completion of the monthly statements.
4. The parties acknowledge that payment under this contract is contingent upon the availability of funds and that any unanticipated decrease in the Grant funds may result in a corresponding

decrease or termination of consideration paid to the Agency under the terms of this contract.

5. The Agency shall determine the eligibility of all recipients of services provided under the Project.
6. The Council agrees to remit payment for this Grant in four quarterly equal payments made after receipt of Grant funds from the MSY Pool Partners.
7. The relationship between the Council and the Agency is limited to that of autonomous independent contractors. Neither party may bind the other, nor shall the Council have any right of control over the Agency operations nor over its governing body, employees, agency or contractors. Nor shall anything in this agreement be construed to render the Agency or any of its employees, an employee, agent, joint venturer or partner of the Council in connection with the Council's operations or activities. Nothing in this agreement shall be construed to render the Council or any of its employees, an employee, agent, joint venturer or partner in connection with the operations or activities of the Agency.
8. Each party to this agreement agrees that it will be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risks and liability to itself, its agents or its employees for any injury to persons or property resulting in a manner from conduct of its own operations and the operations of its agents or employees under this agreement.
9. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party. Except as provided in paragraph 5, if terminated by the Council, the Agency is entitled to full payment for all costs and non-cancelable commitments incurred up through the effective date of the termination.

Fairfield County ADAMH Board

By: \_\_\_\_\_  
Fairfield ADAMH Executive Director

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

By: \_\_\_\_\_  
Fairfield ADAMH Board of Directors Chair

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

Family, Adult and Children First Council

By: \_\_\_\_\_  
Dumitru Sabaiduc, Executive Director

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

President of the Fairfield County Board of Commissioners

By: \_\_\_\_\_  
Steve Davis

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

Approved as to Form by the Assistant Prosecuting Attorney

## **APPENDIX A**

### **Fairfield County** **INTENSIVE HOME-BASED SERVICES**

#### **Program Description:**

The Intensive Home-Based Therapy (IHBT) program is a short term, intensive, in-home family therapy and case management service. It is an evidence-based multidisciplinary team effort with the community service agencies and parents to serve children who are high risk. The primary goal of this program is to work together as a community to avoid or reduce the number of child placements outside of the home. It is strengths-driven and incorporates all aspects of the family ecosystem.

#### **Program Referral Criteria:**

- The family is a resident of Fairfield County as determined by Medicaid residency eligibility.
- The identified client:
  - Is at risk for out-of-home placement and/or;
  - Has returned to their home within the previous thirty (30) days from an out-of-home placement or is scheduled to return to their home from an out-of-home placement within thirty days and/or;
  - Requires a high intensity of mental health interventions to stabilize potential safety concerns and/or;
  - There is pending reunification of a cluster child and family.
- Families with two or more systems providing services will be given priority. A system is defined as a service delivery with a distinct service unit and/or goal for the client. Examples include juvenile court and mental health. While the agency/department providing the service may be the same, the discipline/client goal/service unit is different.
- Client cannot be actively psychotic.
- Dually diagnosed youth (mental health and substance abuse) are acceptable referrals.
- The family is available to participate in the program.
- The family agrees to comply with the Home-Based service plan.
- Children accepted are between the ages of birth to 18 years old.
- Interdisciplinary Team (I-Team) and Executive Cluster referrals are also accepted as a preventive measure.
- Referrals may be made when only one system is involved with the family.

#### **Referral Protocol:**

The following steps must occur when making a referral for the Home-Based Program:

- The client is discussed with the Interdisciplinary Team (I-Team) or the Executive Cluster and this Team agrees to pursue a staffing for these services.

- A service provider or family (self-referral) MUST complete the Cluster Referral Form, along with an Intersystem Collaboration for Youth Release of Information, which is given to the IHBT provider of services by the Family, Adult, and Children First Council (FACFC) Multi-System Youth (MSY) Coordinator.
- A clinical staffing involving ALL CURRENT PROVIDERS, parents *and adolescent, when appropriate*, is scheduled and facilitated at an agreed upon location by the IHBT service provider and MSY Coordinator of the FACFC. The final decision for admission into the IHBT program is made based on the clinical staffing. No commitments can be made to the family and/or referral agencies prior to this decision-making process.
- If the case is accepted after a clinical staffing, the case will then be assigned to a Home-Based Therapist/Case Manager.
- It is the IHBT provider's decision to accept or terminate a case due to safety risks, noncompliance of the family with Home-Based services or if the case is considered clinically inappropriate.
- With appropriate parent/guardian authorization for release of information, home-based clinicians will provide the MSY Coordinator with case-specific periodic reports of clinical progress and outcomes, including the Child and Adolescent Needs and Strengths (CANS) assessment. The MSY Coordinator will contact the service provider's Home-Based supervisor to request progress reports. Information may also be shared as appropriate at regularly scheduled I-Team and MSY Committee meetings.
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#### **Criteria for Successful Discharge:**

- Critical presenting problems have been stabilized and/or;
- An aftercare plan involving some combination of supports and other services is in place in order to enhance treatment progress made and/or;
- The family, in consultation with the Home-Based clinical team, determines that referral to another service provided would be in the best clinical interest of the child and family.

#### **Step Down Planning:**

##### **Step-Down Program**

1. Family must have completed their Home-Based program.
2. Family will be offered transition planning a month before the end of the Home-Based services.
3. The Home-Based Therapist, Outpatient Therapist, and Children's Case Manager will meet with the family to develop a treatment plan.

4. The following protocols will be used when the family is continuing with out-patient services after the completion of IHBT:
  - Service location, frequency and duration will be determined by the provider and family.
  - When appropriate and when funds are available, FACFC can provide respite and/or supportive services for these step-down families.

#### **Home-Based Program Capacity:**

Once the program is operating at capacity (5 families per therapist), the MSY Coordinator and the provider's IHBT Supervisor will prioritize families for admission to the home-based program, based upon the severity of symptoms, the degree of risk for out-of-home placement and/or the urgency of reunification needs that can be augmented by home-based services.

#### **Program Limitations:**

- Home-Based services are offered for a period of up to six months.
- If a child is placed in detention or hospitalized, the therapist will continue to work with the family and child for up to thirty days. Thirty days is defined as thirty (30) cumulative days out of the home.
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- A family that is referred to repeat the program will be treated as a new referral and follow all the steps for admission as outlined previously in this document.

#### **Covered Costs:**

Most private insurers fail to cover in-home services needed by the youth served in the MSY Program. To better support the goal of reducing in-home placements, pool partners have agreed to cover IHBT costs for privately insured youth. Circumstances that warrant payment of IHBT services from the allocation reserved in the pooled funding include:

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- Services to youth in detention when documented satisfactorily that services are necessary for effective treatment
- Hospitalization step-down
- Services twice in one day when documented satisfactorily as necessary for effective treatment
- Other extraordinary services may be covered when documented satisfactorily as necessary for effective treatment and approved in advance by the Council and ADAMH Board

#### **Emergent Disputes Between Parent/Guardian and FCFC:**

An emergent dispute will be defined as a dispute that requires an immediate response due to the safety or well-being of the child(ren). In these instances, the immediate decision is made collaboratively with the parents or guardians and any immediate accessible staff available. FACFC will work to address the emergency in as timely and effective means possible. If an emergent dispute is initiated by a parent or



guardian, the following timeline will be utilized:

- 1) Within 3 calendar days of the disagreement/dispute, the family will submit the dispute in writing to the FACFC Executive Director communicating the desire to utilize the dispute resolution process. Supporting evidence or documentation concerning the dispute should be submitted with this request. This request should be submitted to:  
ATTN: Executive Director  
Fairfield County Family, Adult and Children First Council  
831 College Avenue, Suite C  
Lancaster, Ohio 43130
- 2) Upon receipt of the family request to utilize dispute resolution, a meeting with the Executive Cluster will be convened within 5 calendar days. This meeting will be scheduled at a mutually convenient time for the majority members of the family and the Executive Cluster. The family will prepare a presentation for the Executive Cluster regarding the nature of the dispute and the specific issues that are requested to be resolved. This presentation can be made by the family, advocate, or the MSY Coordinator.
- 3) At the meeting with the Executive Cluster, the family will present information regarding the nature of the dispute and identify specific issues that are requested to be resolved. The Executive Cluster will meet in closed session after the family's presentation to draft written responses to the family regarding the issues identified in the dispute. This must occur within 3 days of the family's presentation of the dispute. The Executive Cluster responses will be written the day of the MSY committee meeting and mailed immediately to the family. The FCFC Executive Director will be used as a neutral facilitator in this meeting and will be responsible for the written responses to the family.
- 4) When the provision of services cannot be resolved through the designated dispute resolution process, the final arbitrator will be the presiding Juvenile Court Judge. The family must submit in writing within 3 calendar days of receipt of the responses a request to have the dispute to be decided upon by the final arbitrator. Upon receipt of this request, the Executive Director of FCFC will submit within 2 calendar days all documentation regarding the dispute, (including, but not limited to) the request for dispute resolution and supporting documentation, responses made by the Executive Cluster, treatment information, and other relevant information to the presiding Juvenile Court Judge. The judge will issue a written decision based upon the dispute within 10 calendar days. **The entire process shall be completed in no more than 30 days.**

Please note, that when requested, the Ohio Family and Children First (OFCF) Cabinet Council (CC) will provide an administrative review of unresolved local disputes regarding conflicts among parents, agencies, and/or councils pertaining to the county council service coordination process or decisions made during the individual family service coordination process. The dispute must be concerning a decision made or a process proposed or implement during a phase of the county service coordination process regarding a family or child who is formally involved in the county Family and Children First service coordination. This includes a disagreement regarding the denial of acceptance of a family into the county service coordination process. Agencies, providers, or parent/legal guardians who have participated on a family service coordination plan team may request a dispute resolution review. The OFCF Service Coordination Committee will review such requests and make recommendations to the CC for its review and approval. With Cabinet Council (CC) approval, the OFCF will respond, in writing to the county council requests for dispute resolution review within 30 days of the receipt of

the request by the State Service Coordination Committee.

The following requirements must be met BEFORE the county dispute case can be reviewed:

1. The involved family must sign a release to have its information shared with the OFCF Service Coordination Committee and the Cabinet Council.
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  - a. When a family was referred to the county FCFC service coordination, either by itself or by another party, and was not accepted into the county service coordination. In this circumstance, an administrative review will be granted, if the fact of not being accepted into service coordination is the matter being disputed.
  - b. If the dispute is regarding service being provided through Help Me Grow for a Part C eligible child. A copy of the Fairfield County HMG Dispute process can be obtained by calling the Fairfield County HMG Project Director at 740-652-7286.
3. The county council must verify that the county council dispute resolution process has been completed without satisfactory resolution as determined by the concerned parties.
4. The county council must request the Cabinet Council review and submit requested documents pertaining to the dispute.
5. The State Service Coordination Committee is the final arbiter of the county service coordination disputes. The Committee is comprised of representatives of the Ohio Family and Children First (OFCF) Cabinet agencies and Office of OCFC. The family must submit in writing within 5 calendar days of receipt of the responses a request to the FAF Council Executive Director to have the dispute to be decided upon by the Committee. Upon receipt of this request, the FAF Executive Director will provide the family with the appropriate forms, documents and instructions prescribed by the State Service Coordination Committee. Guidance and specific requirements for requesting a review, including forms to be used for a request, are available at:  
<http://www.fcf.ohio.gov/CoordinatingServices/ServiceCoordinationStateCommittee.aspx>

Revised 4/2022

Prosecutor's Approval Page

Resolution No.

A resolution regarding a memorandum of understanding between the Fairfield County Family, Adult and Children First Council and the Fairfield County ADAMH.

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 3/3/2023 2:43:30 PM by Amy Brown-Thompson,



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

Resolution No. 2023-03.07.p

A resolution regarding a memorandum of understanding between the Fairfield County Family, Adult and Children First Council and the Fairfield County ADAMH.

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution regarding a memorandum of understanding between the Fairfield County Family, Adult and Children First Council and the Fairfield County ADAMH.

WHEREAS, This Memorandum of Understanding (MOU) is made by and between the Fairfield County Family, Adult and Children First Council and Fairfield County ADAMH; and

WHEREAS, the purpose of the MOU is to set forth the contributions to the Multi-System Youth Committee Pooled Fund and Fund for Out-of-Home Placements; and

WHEREAS, this MOU shall be effective July 1, 2023 through June 30, 2024; and

WHEREAS, the Prosecuting Attorney has approved the Memorandum of Understanding as to form; and

---

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

---

Section 1. This Memorandum of Understanding (MOU) made by and between the Fairfield County Family, Adult and Children First Council and Fairfield County ADAMH is hereby approved.

Prepared by: Tiffany Wilson

**MEMORANDUM OF UNDERSTANDING**  
**Fairfield County Family, Adult and Children First Council**  
**and**  
**Fairfield County ADAMH**

Effective Dates: July 1, 2023 through June 30, 2024

The purpose of this Memorandum of Understanding is to establish contributions to the Multi-System Youth Committee Pooled Fund and Fund for Out-of-Home Placement.

Fairfield County ADAMH agrees to contribute \$155,963.00 for the period from July 1, 2023 through June 30, 2024 to the Fairfield County Multi-System Youth Committee administered by the Fairfield County Family, Adult and Children First (FACF) Council.

Payment will be made to the FACF Council on the following schedule: will bill for services through GOSH system monthly for 1/12 of contract amount.

It is further understood that additional members of the Multi-System Youth Committee Pooled Fund Partners will contribute the following during this period (subject to approval):

- Fairfield County Board of Developmental Disabilities      \$ 103,000.00

All parties agree that the following principles will guide the utilization of these funds:

- The goal of the services will be to provide intervention as close to the home environment as possible, utilizing prevention approaches.
- Children receiving services funded by the MSY Pooled Fund must be referred to and reviewed by the MSY Committee.
- Services funded through the MSY Pooled Fund will be coordinated by the MSY Coordinator.

The Fairfield County ADAMH agrees to contribute \$25,000 for the period from July 1, 2023 through June 30, 2024 to the Fairfield County Multi-System Youth Committee Fund for Out-of-Home Placement administered by the Fairfield County Family, Adult and Children First (FACF) Council under the direction of the FACFC Executive Committee. FACFC will issue an invoice for payment.

It is further understood that additional members of the Multi-System Youth Committee Pooled Fund Partners will contribute the following during this period:

- Fairfield County Board of Development Disabilities      \$25,000
- Fairfield County Board of Commissioners      \$125,000

All parties agree that the following principles will guide the utilization of these funds:

- The goal of the services will be to provide intervention as close to the home environment as possible, utilizing prevention approaches.
- Children receiving services funded by the MSY Pooled Fund must be referred to and reviewed by the MSY Committee.

- The funds specified in this agreement are allocated to support residential placements approved by a two-thirds majority the MSY Executive Cluster Committee members and in accordance with procedures specified in the Service Coordination Mechanism.

This Memorandum of Understanding can be terminated by either party with a ninety (90) day written notice to all parties.

Fairfield County ADAMH

\_\_\_\_\_  
Fairfield ADAMH Board of Director Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fairfield ADAMH Executive Director

\_\_\_\_\_  
Date

Fairfield County Board of Commissioners

\_\_\_\_\_  
Steve Davis, President

\_\_\_\_\_  
Date

Fairfield County Family, Adult and Children First Council

\_\_\_\_\_  
Dumitru Sabaiduc, Executive Director

\_\_\_\_\_  
Date

Approved as to Form by the Assistant Prosecuting Attorney

Prosecutor's Approval Page

Resolution No.

A resolution regarding a memorandum of understanding between the Fairfield County Family, Adult and Children First Council and the Fairfield County ADAMH.

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 3/6/2023 1:47:31 PM by Steven Darnell,



Signature Page

Resolution No. 2023-03.07.q

A resolution regarding a memorandum of understanding between the Fairfield County Family, Adult and Children First Council and the Fairfield County ADAMH.

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Subpoena Service Plus.

WHEREAS, Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and Subpoena Service Plus; and

WHEREAS, the contract provides for Service of Process on IV-D eligible cases; and

WHEREAS, the CSEA shall reimburse Subpoena Service Plus at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$9,900.00; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$5,100.00; and

WHEREAS, this agreement shall be effective January 1, 2023 through December 31, 2023; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the contract as to form.

---

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 attached contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Subpoena Services Plus.

Prepared by: Sarah Darnell, JFS Budget Manager



Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **Subpoena Service Plus, LLC**  
Date: **1/9/2023 8:10:27 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

### Cost Analysis

The total cost of this contract in 2023 is not expected to exceed \$15,000.

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name and Title

*Sarah Barnell*

Budget Manager

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

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 # **23000310 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 001

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SUBPOENA SERVICE PLUS LLC  
PO BOX 126  
GALLOWAY, OH 43119

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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
614-563-8663				427	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	1412	01/01/2023			JOB & FAMILY SERVICES
NOTES					

#### PROCESS SERVER

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: PROCESS SERVER	1.0	EACH	\$16,590.00	\$16,590.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$16,590.00 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: 01/01/2023

03/07/2023237

*Carri L. Brown*

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$16,590.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$16,590.00**

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Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words *i*

☒ All Words *i*

☐ Exact Phrase *i*


e.g. 1606N020Q02

"Subpoena Service Plus, LLC" ×

Federal Organizations

Enter Code or Name

▼



Status

^

☒ Active

03/07/2023238

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https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch...

1/3

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unauthorized activities are subject to disciplinary action including criminal prosecution.

**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Fairfield County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Subpoena Service Plus, LLC (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2023 through December 31, 2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Service of process on IV-D eligible cases, as defined in Section 4A of this contract.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

**4. IV-D Contract Costs:**

**4A. Unit Rate:** The Unit Rate for this IV-D Contract is \$65.00 for successful Service of Process. If three (3) unsuccessful documented attempts have been established, the fee would be zero. The fee for service within forty-eight (48) hours would be \$85.00. All service outside of Fairfield County, in every other county in Ohio would be \$85.00 for successful service only, per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

**4B. Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$15,000

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$5,100.00	Local Sources
FFP Reimbursement	\$9,900.00	



Total IV-D Contract Cost	\$15,000.00
--------------------------	-------------

**5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

- 6. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
- 7. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of N/A and N/A on the following days Sunday - Saturday with the exception of the following days: During various times and various time periods based upon case specific information.
- 8. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.  
  
When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.  
  
If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- 10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the



Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the



Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

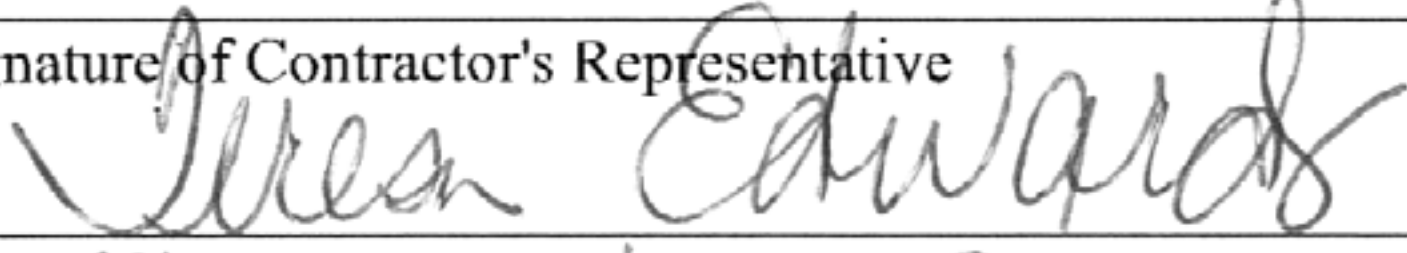
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

Signature of CSEA's Representative	Printed Name of CSEA's Representative Patrick Welsh, Chief Deputy Director of Child Support Enforcement
Date of Signature	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Teresa Edwards
Date of Signature 1-24-23	Printed Street Address of Contractor 909 S. High St.
Printed Title of Contractor's Representative President	Printed City, State, and Zip Code of Contractor Columbus, OH 43206

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature

## **Performance Standards**

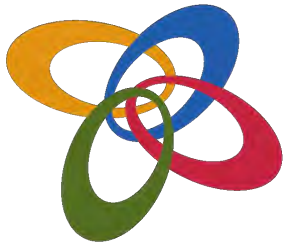
Subpoena Service Plus, LLC, Contractor

Attachment for Section 6: Performance Standards page 2

- 1.) Provide service of process on eligible IV-D cases where certified mail has been unsuccessful or where the IV-D attorney determines personal service is warranted.
- 2.) Provide service of process; payment will be made when service is successful, or 3 attempts have been made and documented appropriately – or less than 3 attempts have been made (due to an incorrect address and no other address is known).
- 3.) Provide service of process at various locations including those specified by the CSEA (e.g. residence, employer, public buildings and recreational facilities).
- 4.) Provide a monthly written statement to the CSEA, documenting the successful service.
- 5.) Provide extensive documentation of unsuccessful service attempts, which may aid in future location of party by the CSEA.
- 6.) Provide his own motor vehicle; CSEA shall not be responsible for maintenance or liability/collision coverage for Provide or for any vehicle he may be operating.

The Fairfield County CSEA shall assist in the delivery of services in the following manner:

- 1.) Provide pertinent information needed for service of process no later than (3) three business days prior to the last day allowed for service of process, including instructions indicating the following information (if known) for each party to be served; full name, current residence, address, current employer address and regular hours of employment, date of birth, social security number, physical description, previous known address, and previous known employer.
- 2.) Remit payment of monthly invoices within 30 days of receipt of said statement.
- 3.) Through the County Auditor, provide a 1099 statement of earnings yearly to the provider for income tax purposes.



**A Contract regarding Subpoena Services Plus between Job and Family Services and**

Approved on 2/23/2023 9:54:30 AM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh  
Deputy Director of Child Support

---

Approved on 2/23/2023 10:18:30 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Subpoena Service Plus.

(Fairfield County Job and Family Services)

Approved as to form on 2/27/2023 10:33:41 AM by Steven Darnell,



Signature Page

Resolution No. 2023-03.07.r

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Subpoena Service Plus.

(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 Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Muskingum County Adult and Child Protective Services

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a Shared Family Foster Home Agreement with Muskingum County Adult and Child Protective Services, P.O. 157 Zanesville, OH 43702-0157; and

WHEREAS, the purpose of the agreement is to provide Licensed Family Foster Home Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective beginning February 9, 2023; 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:

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Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Shared Family Foster Home Agreement for Muskingum County Adult and Child Protective Services.

Prepared by: Sarah Darnell  
cc: JFS / Budget Manager



# *Muskingum County Adult and Child Protective Services*



Avondale Youth Center

Candace Emmert, Executive Director

## **SHARED FAMILY FOSTER HOME AGREEMENT**

**Muskingum County Adult & Child Protective Services** shall share the Courtney and Brian Merce Licensed family foster home with Fairfield County Children Services (the custodial agency).

The following conditions are agreed upon by all parties:

1. The custodial agency shall contact Muskingum County Adult & Child Protective Services for approval of any potential placement prior to contacting the foster caregiver.
2. The custodial agency shall provide Muskingum County Adult & Child Protective Services with a written social history and placement log of the children prior to placement.
3. An Individual Child Care Agreement shall be signed between the custodial agency and the foster caregivers prior to or within five days of the placement. The custodial agency will provide a copy of the Individual Child Care Agreement to Muskingum County Adult & Child Protective Services within seven days of the placement.
4. The custodial agency shall provide in writing to the Muskingum County Adult & Child Protective Services and the foster caregiver with the anticipated length of placement upon the occurrence of each semi-annual administrative review.
5. The custodial agency shall be responsible for all services to the child(ren) including emergency or crisis services. The custodial agency will provide Muskingum County Adult & Child Protective Services and the foster caregiver with the primary caseworker's name and the primary caseworker's supervisor's name and phone number. The custodial agency shall also provide the emergency and after-hours phone numbers to Muskingum County Adult & Child Protective Services and the foster caregivers. Muskingum County Adult & Child Protective will provide emergency or urgent assistance as necessary to assure the child(ren)'s safety and well- being.
6. The custodial agency shall be responsible for all billing and all costs incurred by the child. The custodial agency shall pay the per-diem of \$32.00. **Muskingum County Adult & Child Protective is not responsible for any cost pertaining to the child(ren).**

7. Muskingum County Adult & Child Protective Services shall maintain all licensing responsibilities for the foster caregiver and will provide a copy of the current license to the custodial agency. The foster caregiver's home study will be provided at the request of the custodial agency.
8. Muskingum County Adult & Child Protective Services shall notify the custodial agency in the event of any child abuse/neglect reports received concerning the foster caregiver. In addition, Muskingum County Adult & Child Protective Services will provide the disposition and assessment of such reports, when the custodial agency has a child in placement.
9. The custodial agency will immediately remove the child(ren) from the foster home if Muskingum County Adult & Child Protective Services deems that it is in the child(ren)'s, foster home or agency's best interest.

Candace Emmert

Muskingum County Adult & Child Protective Services  
Agency Director

2/9/23  
Date

Shirley Hemmes

Muskingum County Adult & Child Protective Services  
Foster Care Team Leader

2/9/23  
Date

\_\_\_\_\_  
Fairfield County Job & Family Services  
Director

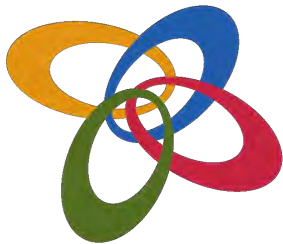
\_\_\_\_\_  
Date

\_\_\_\_\_  
Foster Caregiver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Foster Caregiver

\_\_\_\_\_  
Date



**A Contract regarding Muskingum County Shared Family Foster Home  
Agreement between Job and Family Services and**

Approved on 2/14/2023 12:07:52 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

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Approved on 2/14/2023 2:52:38 PM 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: **Muskingum County Adult and Child Protective Services**  
Date: **2/13/2023 1:59:58 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

**Cost Analysis**

The total cost of this agreement is not expected to exceed \$11,300 in 2023 based on a per-diem cost of \$32.

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name and Title

*Sarah Darnell*

Budget Manager

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



ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23003029 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

B  
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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 000

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MUSKINGUM COUNTY ADULT &  
CHILD PROTECTIVE SVCS  
205 N. 7TH STREET  
ZANESVILLE, OH 43701

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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
740-455-6710				3236	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
02/15/2023	13864	02/15/2023			JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE FOR KINSHIP CHILD

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

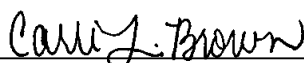
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE FOR KINSHIP CHILD	1.0	EACH	\$11,296.00	\$11,296.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$11,296.00 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: 02/15/2023

03/07/2023256



Auditor Fairfield County, OH


Vendor Copy

Total Ext. Price	\$11,296.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$11,296.00**


256


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Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words i

☒ All Words i

☐ Exact Phrase i


e.g. 1606N020Q02

"muskingum county adult and child protective services" x

Federal Organizations

Enter Code or Name

▼



Status

☒ Active

03/07/2023257

257

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https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch...

1/3

☐ Inactive

Reset 



# No matches found

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General Services Administration

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unauthorized activities are subject to disciplinary action including criminal prosecution.

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Muskingum County Adult and Child Protective Services

(Fairfield County Job and Family Services)

Approved as to form on 3/2/2023 4:28:13 PM by Steven Darnell,

Resolution No. 2023-03.07.s

A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Muskingum County Adult and Child Protective 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.

2023-03.07.t

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division.

WHEREAS, Fairfield County Job & Family Services, Child Support Enforcement Agency (CSEA) is requesting approval for a Title IV-D Contract between the CSEA and the Fairfield County Court of Common Pleas, Domestic Relations Division; and

WHEREAS, the contract provides for legal services from the Magistrate on IV-D eligible cases; and

WHEREAS, the CSEA shall reimburse the Fairfield County Court of Common Pleas, Domestic Relations Division at the rate of 66% of the invoiced amounts from federal dollars, and shall not exceed \$73,275.87; and

WHEREAS, the local funding accounts for the remaining 34% of the contract amount, and shall not exceed \$37,748.17; and

WHEREAS, this agreement shall be effective January 1, 2023 through December 31, 2023; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the contract as to form.

---

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 attached contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division.

Prepared by: Sarah Darnell, JFS Budget Manager

**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Fairfield County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Fairfield County Court of Common Pleas, Domestic Relations Division (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2023 through December 31, 2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: hour.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative <i>LBS</i>
--	---

**4. IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$61.00 per Unit of Service as determined by:
  - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.

- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$111,024.04

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$37,748.17	Local Sources
FFP Reimbursement	\$73,275.87	
Total IV-D Contract Cost	\$111,024.04	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.



6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 A.M. and 4:00 P.M. on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday (closed at noon), Memorial Day, Juneteenth, Independence Day, Labor Day, Fairfield County Fair Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (closed at noon), and Christmas Day.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.




When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

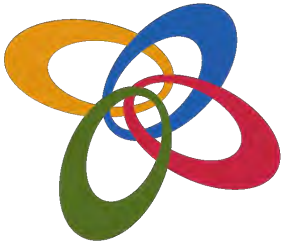
The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

Signature of CSEA's Representative	Printed Name of CSEA's Representative Patrick Welsh, Chief Deputy Director of Child Support Enforcement
Date of Signature	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative LAURA B. SMITH
Date of Signature 2/27/2023	Printed Street Address of Contractor 224 E. MAIN ST., 4TH FLOOR
Printed Title of Contractor's Representative JUDGE	Printed City, State, and Zip Code of Contractor LANCASTER OH 43130

Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners	Date of Signature



**A Contract regarding IV-D DR Court Magistrate between Job and Family Services and**

Approved on 3/2/2023 9:10:08 AM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh  
Deputy Director of Child Support

---

Approved on 3/2/2023 10:18:13 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000306 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

B  
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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 000

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DOMESTIC RELATION COURT  
224 E MAIN ST RM 402  
LANCASTER, OH 43130

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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			
				464					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2023		1307		01/01/2023				JOB & FAMILY SERVICES	
NOTES									

DOMESTIC RELATIONS COURT

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

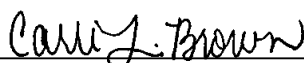
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	DOMESTIC RELATIONS COURT	1.0	EACH	\$60,500.00	\$60,500.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$60,500.00 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: 01/01/2023

03/07/2023268



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$60,500.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$60,500.00**

268

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name and Title

*Sarah Barnell*

Budget Manager

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

#### Sole Source Documentation

As a county entity, the Fairfield County Court of Common Pleas, Domestic Relations Division is the sole source for a county Magistrate to preside over IV-D hearings in the county.

### Cost Analysis

The total cost of this contract in 2023 is not expected to exceed \$111,024.04.





**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: **Fairfield County Court of Common Pleas**  
Date: **2/28/2023 3:59:58 PM**

This search produced the following list of **2** possible matches:

Name/Organization	Address
Apostolic Faith Temple	1093 Fountain Lane A
Circle of Faith	


The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).


Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.


An official website of the United States government  
[Here's how you know](#)



You have 2 new alerts

Show / Hide Alerts





Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words *i*

☒ All Words *i*

☐ Exact Phrase *i*


e.g. 1606N020Q02

"fairfield county court of common pleas" *x*

Federal Organizations

Enter Code or Name

▼



Status

^

☒ Active

03/07/2023273

273

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch...

1/3

☐ Inactive

Reset 



# No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)



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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing

unauthorized activities are subject to disciplinary action including criminal prosecution.

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division.

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 3/3/2023 2:46:01 PM by Amy Brown-Thompson,



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

Resolution No. 2023-03.07.t

A resolution to approve a Title IV-D Contract between Fairfield County Job & Family Services, Child Support Enforcement Agency and Fairfield County Court of Common Pleas, Domestic Relations Division.

(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 – Juvenile Court Fund #2882 Annie E. Casey Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for fund #2882 Annie E. Casey Fund; and

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

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

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

\$6,800.00        17288200 Contract Services

Section 2. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$2,000.40        17288200 Materials and Supplies

---

For Auditor's Office Use Only:

17288200-530000	\$6,800.00
17288200-560000	\$2,000.40

Prepared by: Lory Behrens  
cc: Juvenile Court

Resolution No. 2023-03.07.u

A resolution to appropriate from unappropriated in a major expenditure object category – Juvenile Court Fund #2882 Annie E. Casey 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 approving an account to account transfer  
[Juvenile Court]

WHEREAS, appropriations are needed to cover expenses for FY23; and

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

---

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

---

Section 1. That the transfer of appropriations in the amount of \$3,350.00  
is hereby authorized as follows:

From: 17203600 Contractual Services  
To: 17203600 Materials and Supplies

---

For Auditor's Office Use Only:

FROM: 17203600-530000-PRO23  
TO: 17203600-563000-PRO23

Prepared by: Lory Behrens  
cc: Juvenile Court

Resolution No. 2023-03.07.v

A resolution approving an account to account transfer [Juvenile Court]

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve "Conditional Acceptance" of the 'Storm Water Retention Basin Modifications' located in Reserve B as shown in the final plat of Spring Creek, Section 3, Phase 2, and a Resubdivision of Lot #278 of Spring Creek Section 3, Phase 1B. [Regional Planning]

WHEREAS, the developer of the Spring Creek subdivision, Violet Township, has completed the modification repairs to the Storm Water Retention Basin located in Reserve B of Spring Creek, Section 3, Phase 2 subdivision have now been completed pursuant to the requirements of the Fairfield County Subdivision Regulations and to the satisfaction of the Fairfield County Engineers Office with guidance from Fairfield Soil and Water Conservation District, and

Whereas, the developer of the Spring Creek subdivision, Violet Township, would like to have the performance bond for the modification repair work returned, and

Whereas, the developer has provided a sufficient performance bond for Spring Creek, Section 3, Phase 2 to provide for the pond maintenance,

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

Section 1. That this Board hereby grants conditional acceptance of the Storm Water Basin modification repairs within Reserve B of the Spring Creek, Section 3, Phase 2 subdivision.

Prepared by: Tamara Ennist  
cc: Regional Planning



W:\PROJECTS\PULTE HOMES\755552-01 SPRING CREEK\03-CIVIL\EXHIBITS\STREAM EXHIBITS\S1.0-COVER SHEET.DWG - 3/30/2022 8:12 AM



- ALL DESIGNATED CONCRETE CHUTE OR WASHOUT AREAS SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS OR OTHER STORMWATER DRAINAGE AREAS.
22. THERE IS A POTENTIAL FOR HIGH GROUND WATER AT THIS SITE. CONTRACTOR IS RESPONSIBLE FOR DESIGNING AND IMPLEMENTING A PLAN TO CONTROL BOTH SURFACE AND GROUND WATER DURING THE COURSE OF CONSTRUCTION.
23. DISCHARGE OF WATER WITH POTENTIAL SEDIMENT FROM THE SITE SHALL BE THROUGH A FILTER BAG, SUMP PIT OR OTHER SEDIMENT REMOVAL DEVICE.
24. ALL CONTAMINATED SOIL MUST BE TREATED AND/OR DISPOSED IN AN OHIO EPA APPROVED SOLID WASTE MANAGEMENT FACILITY OR HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITIES (TSDFs).
25. IF THE SITE CONTAINS CONTAMINATED SOIL, THE FOLLOWING SHALL BE USED TO PREVENT CONTAMINATION FROM BEING RELEASED:
  - BERMS, TRENCHES AND PITS TO COLLECT CONTAMINATED RUNOFF AND PREVENT DISCHARGES.
  - PUMPING RUNOFF INTO A SANITARY SEWER (WITH PRIOR APPROVAL OF THE SANITARY SYSTEM OPERATOR) OR INTO A CONTAINER FOR TRANSPORT TO AN APPROPRIATE TREATMENT/DISPOSAL FACILITY.
  - COVERING AREAS OF CONTAMINATION WITH TARPS OR OTHER METHODS THAT PREVENT STORM WATER FROM COMING INTO CONTACT WITH THE MATERIAL.
27. IN THE EVENT OF AN ACCIDENTAL SPILL, IMMEDIATE ACTION WILL BE UNDERTAKEN BY THE GENERAL CONTRACTOR TO CONTAIN AND REMOVE THE SPILLED MATERIAL. ALL HAZARDOUS MATERIALS, INCLUDING CONTAMINATED SOIL AND LIQUID CONCRETE WASTE, WILL BE DISPOSED OF BY THE CONTRACTOR IN THE MANNER SPECIFIED BY FEDERAL, STATE AND LOCAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. AS SOON AS POSSIBLE, THE SPILL WILL BE REPORTED TO THE APPROPRIATE AGENCIES. AS REQUIRED UNDER THE PROVISIONS OF THE CLEAN WATER ACT, ANY SPILL OR DISCHARGE ENTERING WATERS OF THE UNITED STATES WILL BE PROPERLY REPORTED. THE GENERAL CONTRACTOR WILL PREPARE A WRITTEN RECORD OF ANY SPILL AND ASSOCIATED CLEAN-UP ACTIVITIES OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF 1 GALLON OR REPORTABLE QUANTITIES, WHICH EVER IS LESS.
28. THE CONTRACTOR SHALL CONTACT THE OHIO EPA AT 800.282.9378, THE LOCAL FIRE DEPARTMENT AND THE LOCAL EMERGENCY PLANNING COMMITTEE IN THE EVENT OF A PETROLEUM SPILL (>25 GALLONS) OR THE PRESENCE OF SHEEN.
29. OPEN BURNING IS NOT PERMITTED ON THE SITE.
30. DUST CONTROL USING APPROVED MATERIALS MUST BE PERFORMED AT ALL TIMES. DUST SUPPRESSANTS SHALL NOT BE APPLIED NEAR CATCH BASINS FOR STORM SEWERS OR OTHER DRAINAGE WAYS. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION IS PROHIBITED.
31. APPROPRIATE MEASURES MUST BE TAKEN TO ENSURE THAT ALL PROPER AIR POLLUTION PERMITS ARE OBTAINED.
32. PROCESS WASTEWATERS (EQUIPMENT WASHING, LEACHATE ASSOCIATED WITH ON-SITE WASTE DISPOSAL AND CONCRETE WASH-OUTS) SHALL BE COLLECTED AND DISPOSED OF PROPERLY.
33. SANITARY AND WATER PTI FORMS SHALL BE FILED WITH THE OHIO EPA AS REQUIRED.
34. PROTECTED STORAGE AREAS SHALL BE USED FOR INDUSTRIAL AND CONSTRUCTION MATERIALS IN ORDER TO MINIMIZE THE EXPOSURE OF SUCH MATERIALS TO STORMWATER.
35. ALL CONTROL MEASURES STATED IN THE SWPPP SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL TEMPORARY OR PERMANENT STABILIZATION OF THE SITE IS ACHIEVED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED BY A QUALIFIED PERSON IN ACCORDANCE TO THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED ACCORDING TO THE FOLLOWING:
36. INSPECTIONS OF BMPs SHALL BE PERFORMED BY QUALIFIED PERSONS PROVIDED BY THE PERMITTEE AND THE INSPECTION LOGS ARE TO BECOME A PART OF THIS PLAN. INSPECTIONS RECORDS SHALL BE SIGNED BY THE INSPECTOR AND WILL BE KEPT FOR 3 YEARS AFTER THE NOTICE OF TERMINATION IS SUBMITTED.
37. INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE IN EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES OF RAIN PER 24 HOUR PERIOD, FROM THE BEGINNING OF CONSTRUCTION THROUGH THE FINAL INSPECTION PRIOR TO THE NOTICE OF TERMINATION.
38. NON-SEDIMENT POND BMPs TO BE REPAIRED WITHIN 3 DAYS OF INSPECTION AND SEDIMENT POND BMPs WITHIN 10 DAYS OF INSPECTION. BMPs NOT MEETING THE INTENDED FUNCTION SHALL BE REPLACED WITHIN 10 DAYS OF INSPECTION. MISSING BMPs SHALL BE INSTALLED WITHIN 10 DAYS OF INSPECTION.
39. IF THE SITE IS STABILIZED AND WILL BE DORMANT FOR A LONG PERIOD OF TIME, LESS FREQUENT INSPECTIONS MAY BE REQUESTED OF THE OEPA VIA A WAIVER REQUEST.
40. INLET PROTECTION DEVICES AND CONTROLS SHALL BE REPAIRED OR REPLACED WHEN THEY SHOW SIGNS OF UNDERMINING AND OR DETERIORATION.
41. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO ENSURE THAT A GOOD STANDING OF GRASS IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
42. SILT FENCES, INLET PROTECTION, SILT DIKES AND PERVIOUS LOGS SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION IF DAMAGED. SEDIMENT ACCUMULATION MUST BE REMOVED WHEN SEDIMENT HEIGHT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE, INLET PROTECTION, SILT DIKE AND PERVIOUS LOG.
43. MINIMIZE OFF-SITE SEDIMENT TRACKING OF VEHICLES BY THE USE OF STONE MATERIAL IN ALL CONSTRUCTION ENTRANCES, ALONG WITH REGULARLY SCHEDULED SWEEPING/GOOD HOUSEKEEPING. STABILIZED CONSTRUCTION ENTRANCES TO BE PROPERLY MAINTAINED AND IN GOOD WORKING ORDER AT ALL TIMES; THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE STONE AS CONDITIONS DEMAND.
44. IF THE ACTION OF VEHICLES TRAVELING OVER THE STABILIZED CONSTRUCTION ENTRANCE DOES NOT SUFFICIENTLY REMOVE MOST OF THE DIRT AND MUD, THEN THE TIRES MUST BE WASHED BEFORE VEHICLES ENTER A PUBLIC ROAD. PROVISIONS MUST BE MADE TO INTERCEPT THE WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
45. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED ONTO THE ROADWAYS OR INTO THE STORM SEWERS MUST BE REMOVED IMMEDIATELY.
46. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS

47. CONTRACTORS AND SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ALL SEDIMENT FROM THE SITE, INCLUDING DETENTION PONDS, AND STORM SEWER SYSTEMS. SEDIMENT DEPOSITION DURING SITE STABILIZATION MUST ALSO BE REMOVED.
48. ALL RIP RAP MUST BE PLACED OVER GEOTEXTILE FILTER.
49. STONE CONSTRUCTION ENTRANCE TO BE MAINTAINED BY CONTRACTOR UNTIL SITE HAS BEEN PAVED OR IS NO LONGER REQUIRED.
50. ALL CATCH BASIN GRATES ARE TO BE PROTECTED WITH INLET BAGS AFTER THEY ARE INSTALLED. THEY SHOULD BE ROUTINELY CLEANED AND MAINTAINED.
51. ROCK CHECK DAMS SHOULD BE ROUTINELY CLEANED ONCE SEDIMENT BEGINS TO APPEAR ON THE UPSTREAM SIDE OF THE ROCK.
52. ON-SITE AND OFF-SITE STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION BY THE USE OF BEST MANAGEMENT PRACTICES. THESE AREAS MUST BE SHOWN IN THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
53. CONTRACTOR TO DELINEATE STOCK PILE LOCATION ON PLANS TO BE KEPT ON SITE DURING CONSTRUCTION.
54. CONSTRUCT STOCKPILES IN ACCESSIBLE LOCATIONS THAT DO NOT INTERFERE WITH NATURAL DRAINAGE. INSTALL APPROPRIATE SEDIMENT CONTROLS TO TRAP SEDIMENT SUCH AS SILT FENCE IMMEDIATELY ADJACENT TO THE STOCKPILE OR SEDIMENT TRAPS OR BASINS DOWNSTREAM OF STOCKPILE. STOCKPILE SIDE SLOPES SHALL NOT EXCEED A RATIO OF 2:1.
55. IF STOCKPILE IS STORED FOR MORE THAN 14 DAYS, IT SHOULD BE TEMPORARY SEEDDED, OR COVERED WITH A TARP.
56. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH DAY; THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR ASPHALT FOR ROAD CONSTRUCTION.
57. THE LAST LAYER OF SOIL, INCLUDING TOP SOIL, SHOULD BE COMPACTED TO 80% - 85% OF THE MAXIMUM STANDARD PROCTOR DENSITY, IN AREAS OUTSIDE THE PARKING LOT THAT WILL RECEIVE VEGETATION. THIS IS PARTICULARLY IMPORTANT IN CUT SLOPE AND EMBANKMENT AREAS. IN PAVEMENT AND ISLAND AREAS, IT IS RECOMMENDED THAT THE SOIL BE COMPACTED TO 98% AND 99% OF THE MAXIMUM STANDARD PROCTOR DENSITY RESPECTIVELY; THE LAST COMPACTED LAYER MAY BE SCARIFIED TO IMPROVE THE SOIL GROWTH CHARACTERISTICS.
58. THE POST CONSTRUCTION WATER QUALITY REQUIREMENTS OF OHIO EPA PERMIT OH0C000005 SHALL BE MET BY THE WATER QUALITY BASIN.
59. ALL WATER FROM DEWATERING ACTIVITIES SHALL BE PROCESSED THROUGH A BMP PRIOR TO LEAVING THE SITE.

## STATION(S): N/A

**CESO**   
WWW.CESOINC.COM



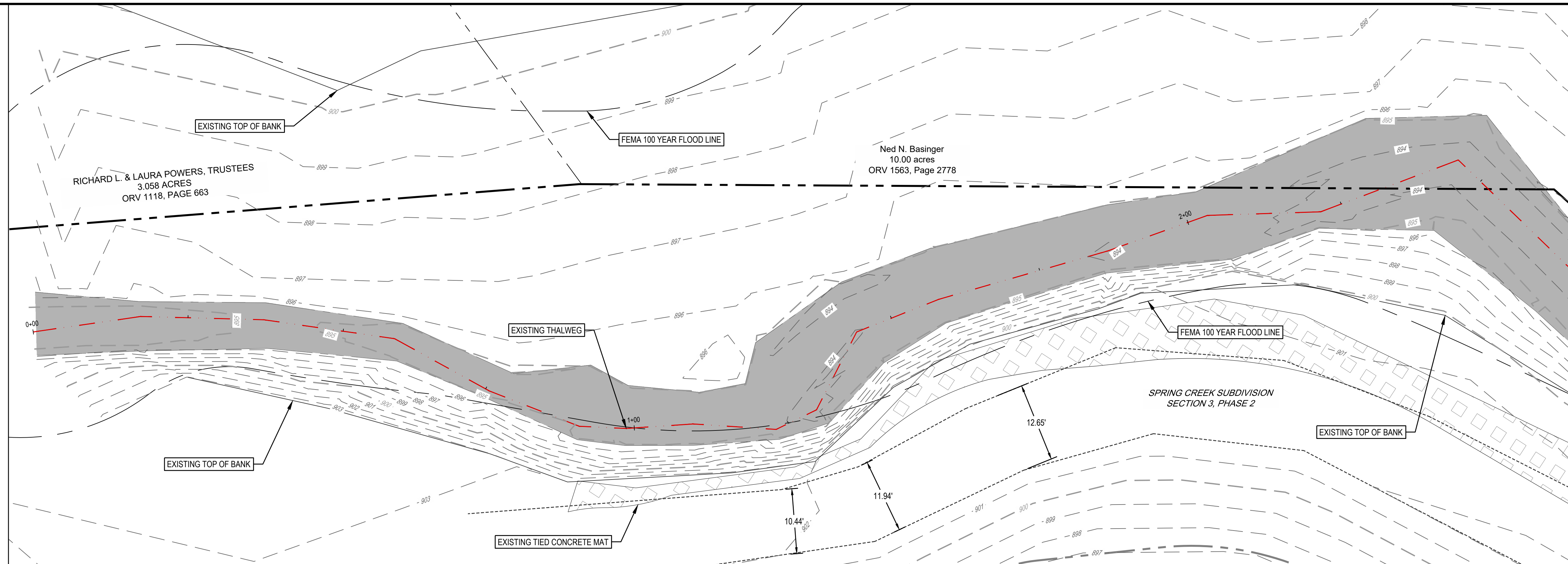
SHEET NO.

## S1.1







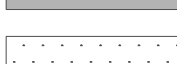




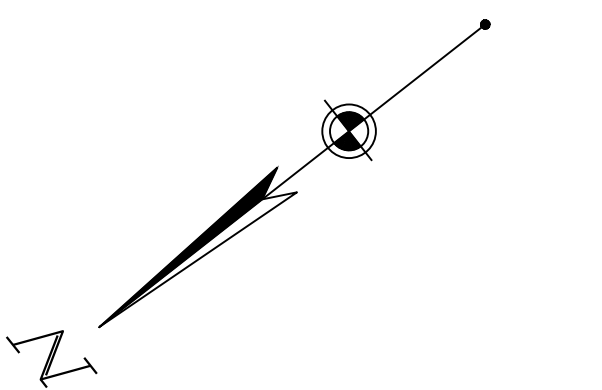
**PROPOSED PROFILE**  
SCALE: HORIZONTAL 1" = 10'  
VERTICAL 1" = 5'

ALIGNMENT (PLAN VIEW)  
SCALE: 1" = 10'



## LEGEND

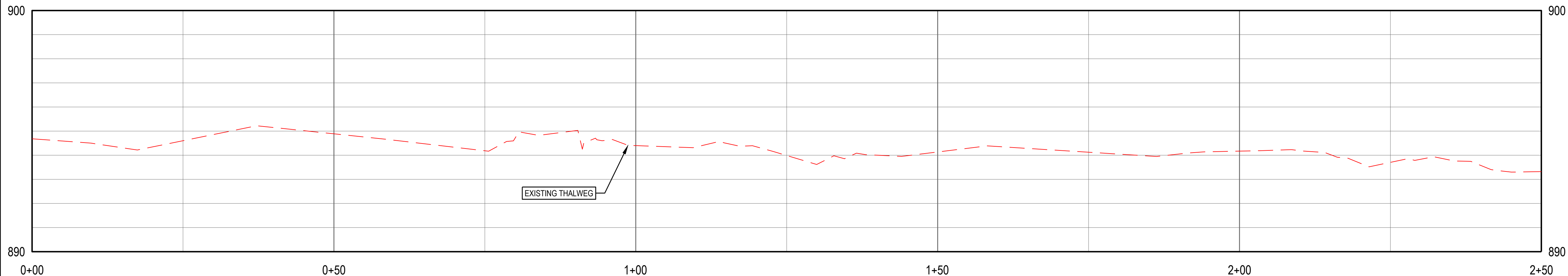
- |   |                               |
|---|-------------------------------|
|  | EXISTING STREAM THALWEG       |
|  | EXISTING STREAM BANK          |
|  | FEMA 100-YR FLOOD LINE        |
|  | EXISTING MAINTENANCE BERM     |
|  | EXISTING INTERMEDIATE CONTOUR |
|  | EXISTING INDEX CONTOUR        |
|  | EXISTING STREAM BED           |
|  | EXISTING WETLAND              |
|  | TIED CONCRETE MAT             |



GRAPHIC SCALE (IN FEET)

HORIZONTAL

1 inch = 10 ft.



EXISTING STREAM THALWEG PROFILE  
SCALE: 1" = 10' HORIZ.; 1" = 5' VERT.

[illegible]

## PULTE HOMES - STREAM REPAIR

## EXISTING CONDITIONS

STATION(S): **STA. 0+38 TO STA. 1+73**



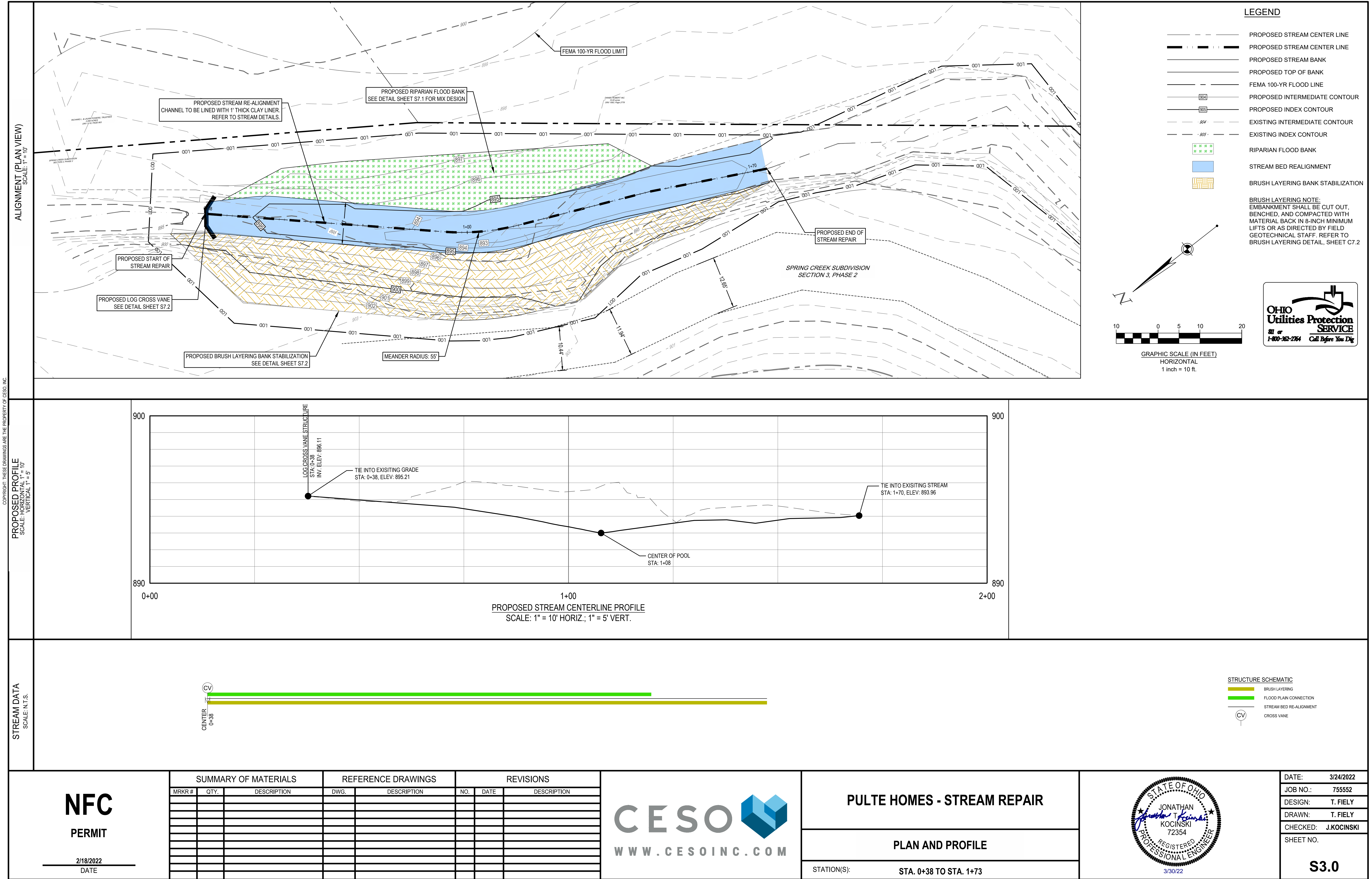
DATE:	3/24/2022
JOB NO.:	755552
DESIGN:	T. FIELY
DRAWN:	T. FIELY
CHECKED:	J.KOCINSK
SHEET NO.	

## S2.0

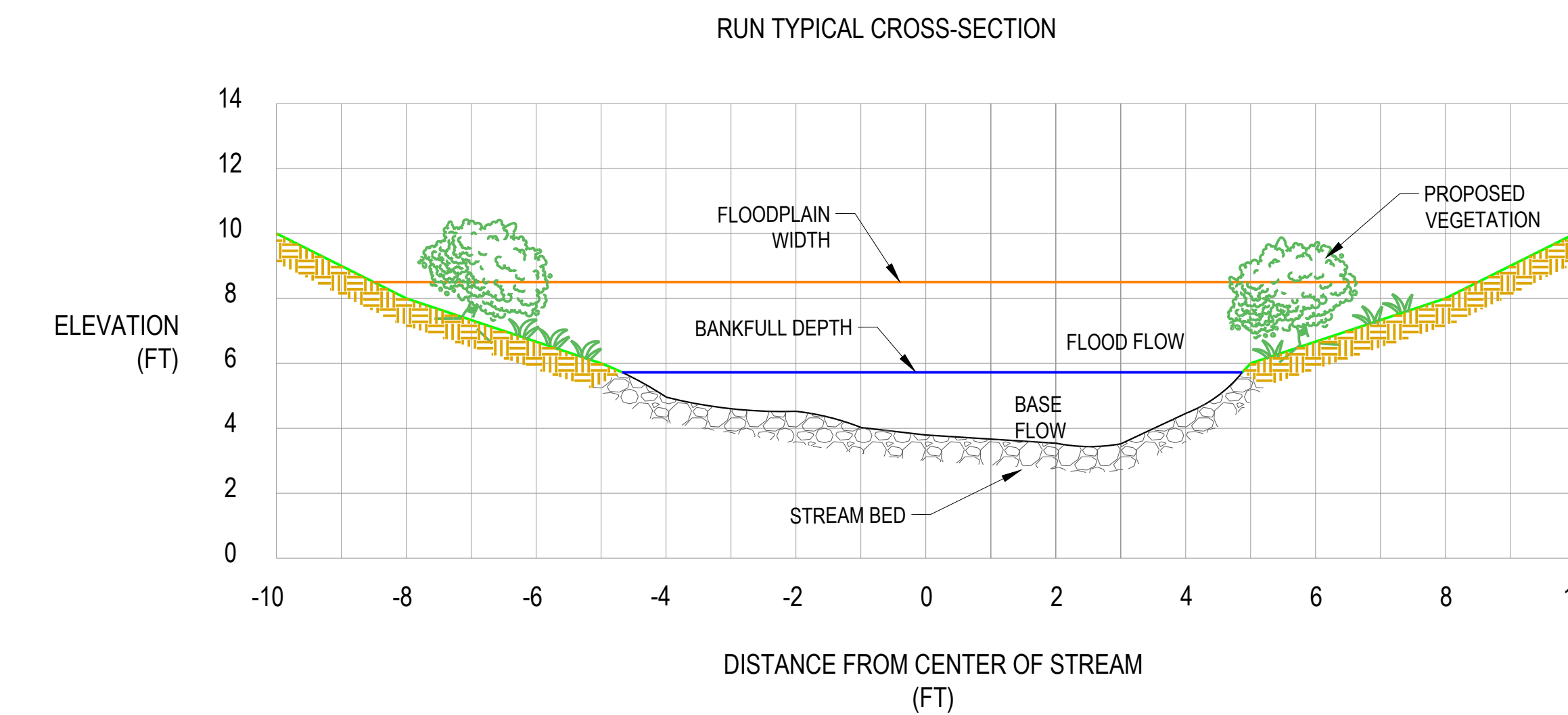
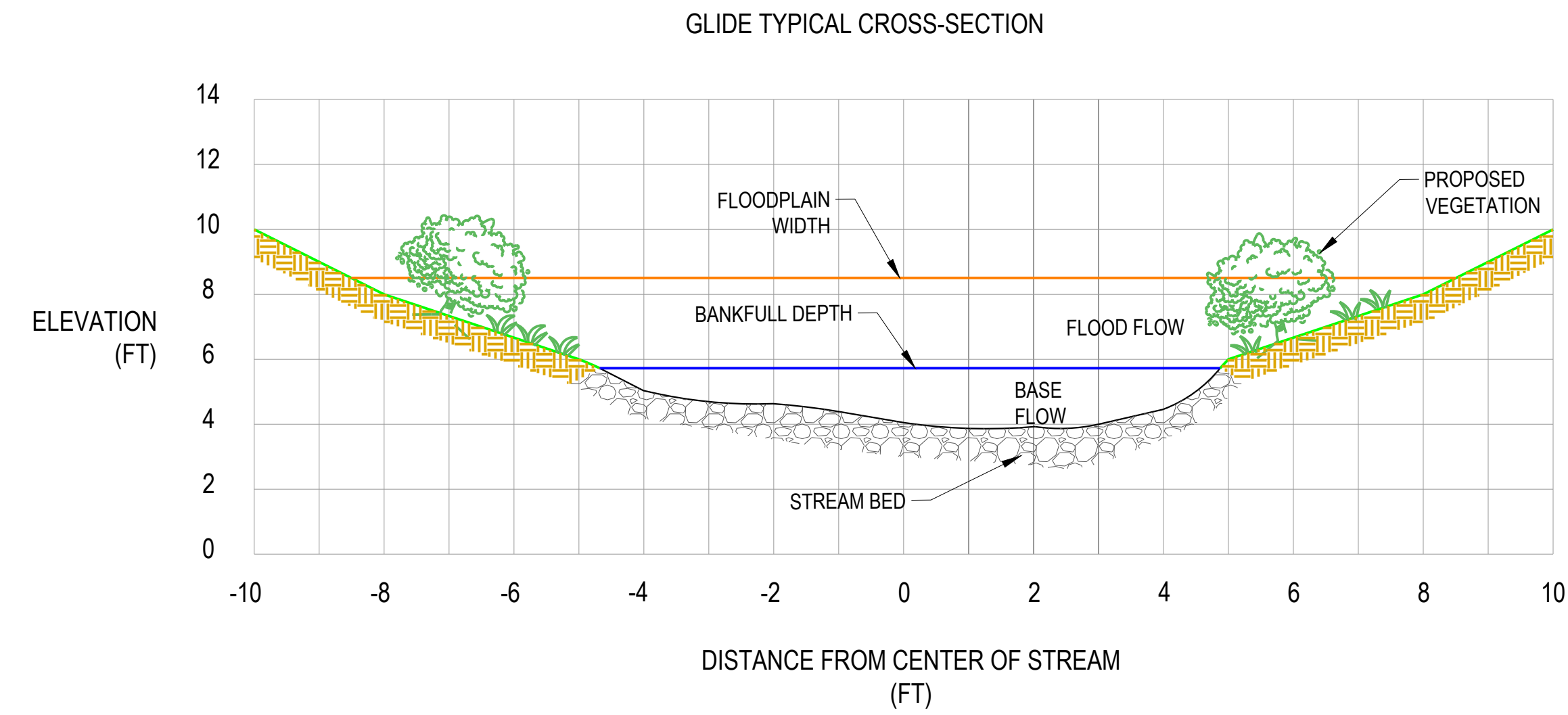
0510712023283

485









THE RIFFLE-POOL SEQUENCE WILL BE CONSTRUCTED AS FOLLOWS:

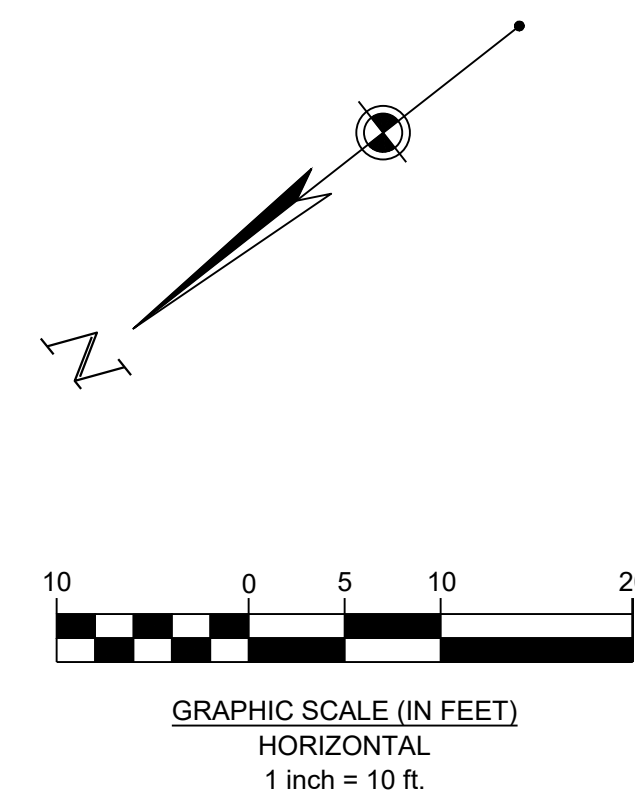
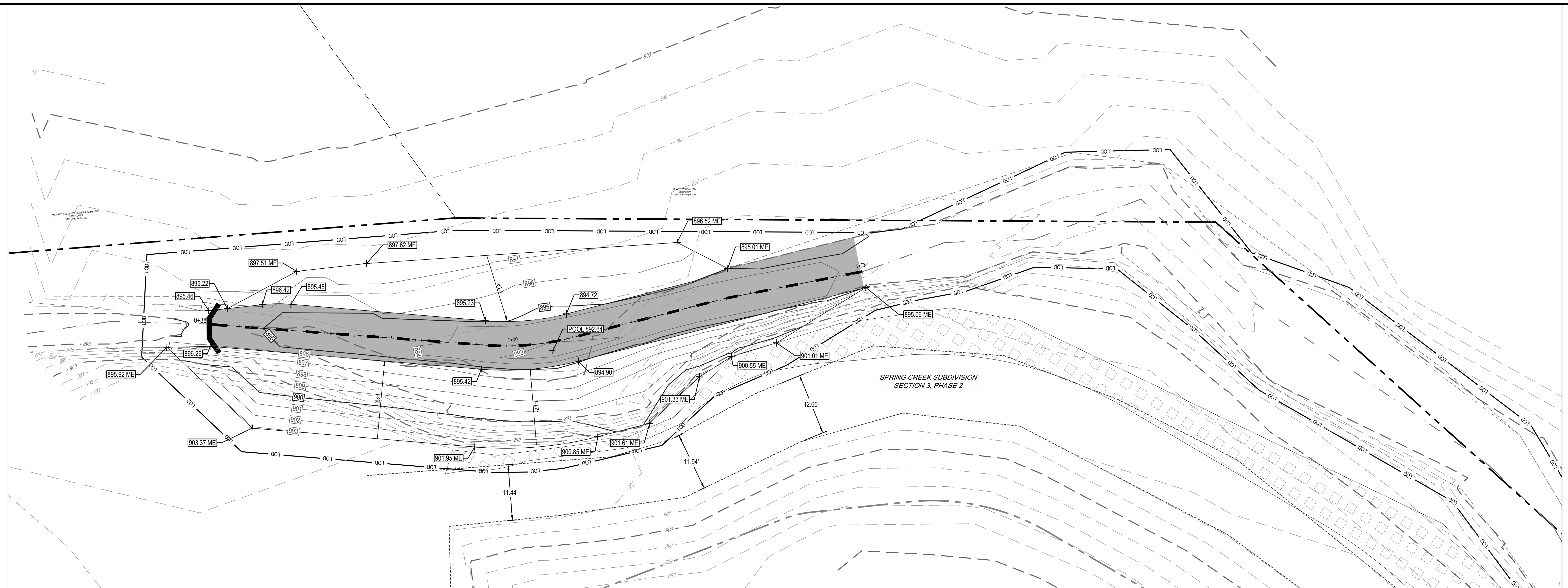
- RIFFLE TRANSITIONS INTO RUN
- RUN TRANSITIONS INTO POOL
- POOL TRANSITIONS INTO GLIDE
- GLIDE TRANSITIONS INTO RIFFLE

CROSS SECTIONS TYPICALS AND TABLE OF TYPICAL VALUES SHOULD BE FOLLOWED AS A GUIDELINE WHEN CONSTRUCTING.

CROSS-SECTION TYPICAL DIMENSIONS			
FEATURE	RIFFLE	RUN/ GLIDE	POOL
BANKFULL WIDTH (FT)	10	10	10
BANKFULL DEPTH (FT)	1.5	2	2.5
BANKFULL AREA (SF)	15	20	25

03/07/2023 2:27 W:\PROJECTS\PI\P11\TF HOMES\755552-01 SPRING CREEK\03-CIVIL\EXHIBITS\STREAM EXHIBITS\S5-0-STREAM CROSS SECTIONS.DWG - 3/25/2023 11:28 AM





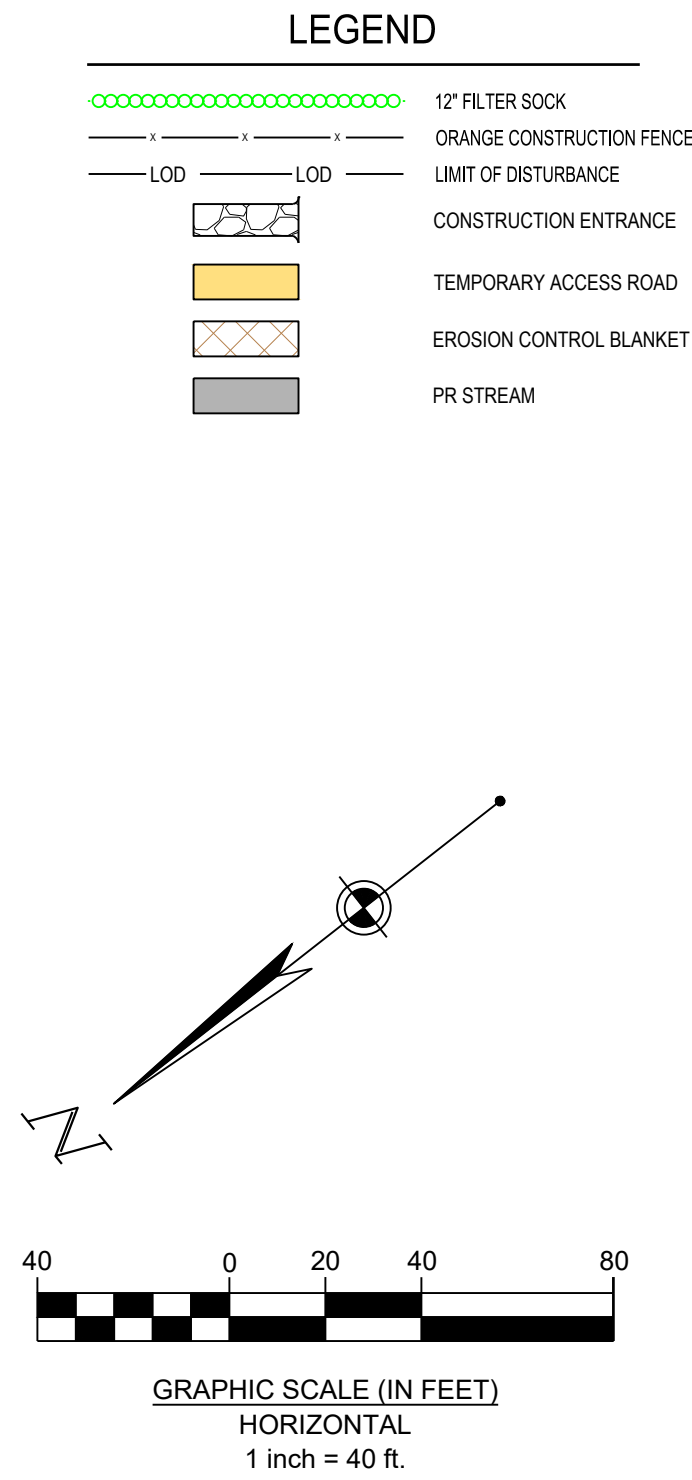
### LEGEND

- 
- LOD ——— LIMIT OF DISTURBANCE  
 - - - - - PROPERTY LINE  
 ■ ■ ■ ■ ■ PROPOSED STREAM CENTER LINE  
 ——— PROPOSED STREAM BANK  
 [904] PROPOSED INTERMEDIATE CONTOUR  
 [905] PROPOSED INDEX CONTOUR  
 [ ] PROPOSED STREAM REALIGNMENT

<div>NFC</div> <div>PERMIT</div> <div>2/18/2022</div> <div>DATE</div>	SUMMARY OF MATERIALS			REFERENCE DRAWINGS		REVISIONS			<div>CESO</div> <div>WWW.CESOINC.COM</div>	<div>PULTE HOMES - STREAM REPAIR</div>		<div><div>STATE OF OHIO</div><div>JONATHAN T. KOCINSKI</div><div>72354</div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>3/30/22</div></div>	DATE: 3/24/2022
	MRKR #	QTY.	DESCRIPTION	DWG.	DESCRIPTION	NO.	DATE	DESCRIPTION					JOB NO.: 755552
											DESIGN: T. FIELY		
											DRAWN: T. FIELY		
											CHECKED: J.KOCINSKI		
											SHEET NO.		
											S5.0		
	STREAM GRADING PLAN							STATION(S): STA. 0+38 TO STA. 1+73					



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PERMIT

2/18/2022  
DATE

SUMMARY OF MATERIALS			REFERENCE DRAWINGS		REVISIONS		
MRKR #	QTY.	DESCRIPTION	DWG.	DESCRIPTION	NO.	DATE	DESCRIPTION



PULTE HOMES - STREAM REPAIR

EROSION AND SEDIMENT  
OVERALL PLAN

STATION(S): STA. 0+38 TO STA. 1+73

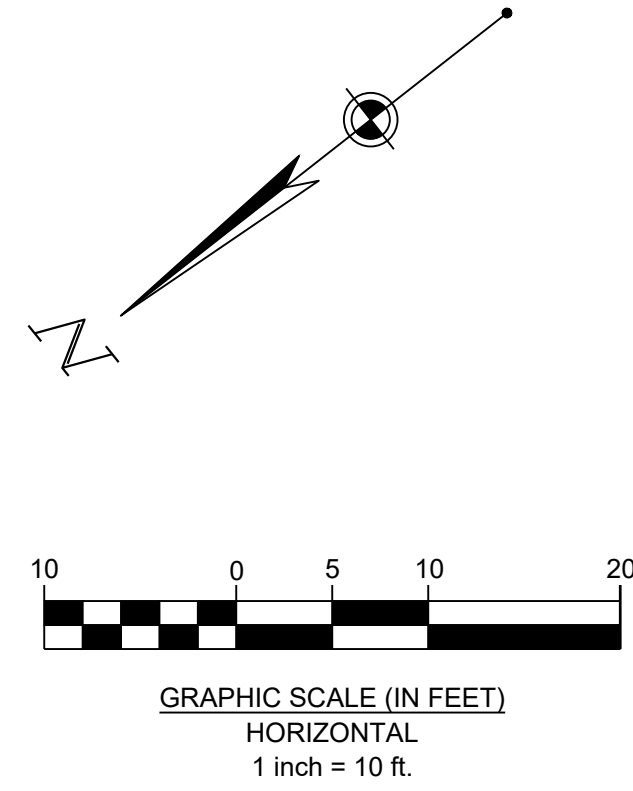
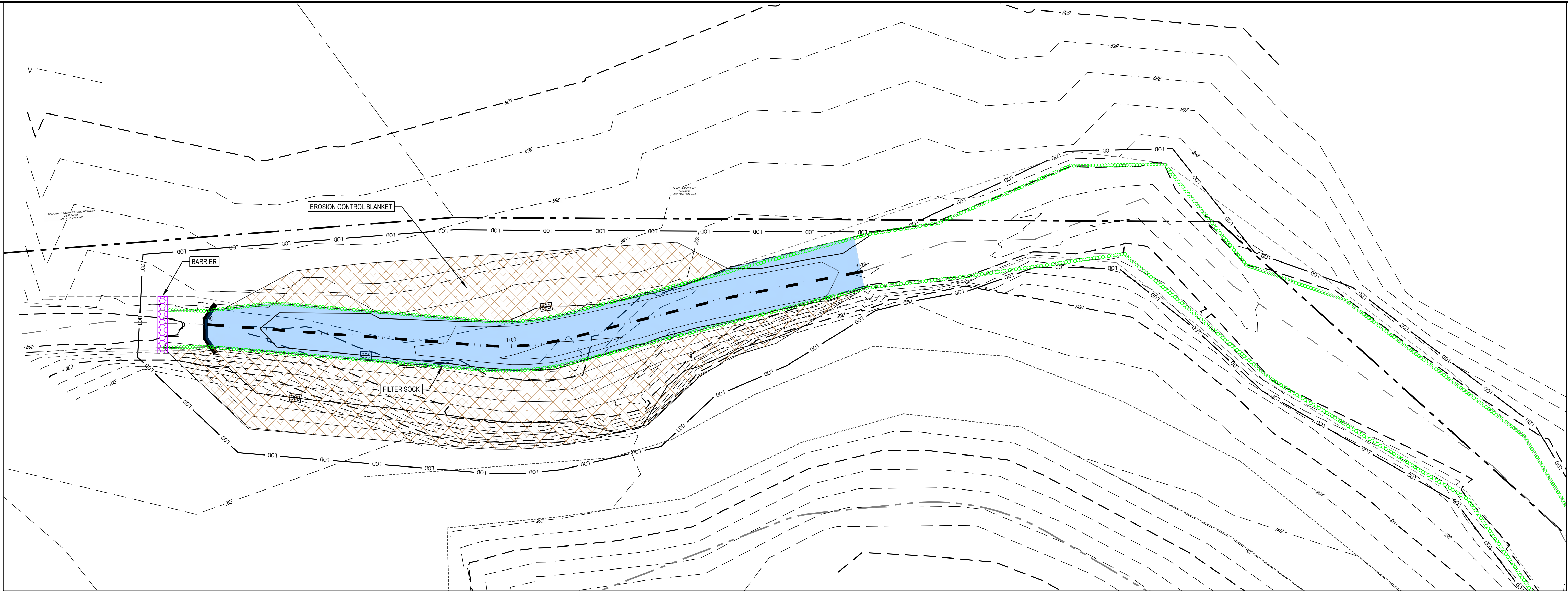


DATE: 3/24/2022  
JOB NO.: 755552  
DESIGN: T. FIELY  
DRAWN: T. FIELY  
CHECKED: J.KOCINSKI  
SHEET NO.

S6.0



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LEGEND	
	12" FILTER SOCK
	ORANGE CONSTRUCTION FENCE
	LIMIT OF DISTURBANCE
	CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	PR STREAM
	PROPOSED BARRIER

NFC  
PERMIT

2/18/2022  
DATE

SUMMARY OF MATERIALS			REFERENCE DRAWINGS		REVISIONS		
MRKR #	QTY.	DESCRIPTION	DWG.	DESCRIPTION	NO.	DATE	DESCRIPTION



PULTE HOMES - STREAM REPAIR

EROSION AND SEDIMENT PLAN

STATION(S): STA. 0+38 TO STA. 1+73



DATE: 3/24/2022  
JOB NO.: 755552  
DESIGN: T. FIELY  
DRAWN: T. FIELY  
CHECKED: J.KOCINSKI  
SHEET NO.

S6.1









1. HARVEST AND PLANT STAKES DURING THE DORMANT SEASON.
2. USE HEALTHY, STRAIGHT AND LIVE WOOD AT LEAST 1 YEAR OLD.
3. MAKE CLEAN CUTS AND DO NOT DAMAGE STAKES OR SPLIT ENDS DURING INSTALLATION; USE AN IRON BAR AND PILOT HOLE IN FIRM SOILS.
4. SOAK CUTTINGS FOR AT LEAST 24 HOURS PRIOR TO INSTALLATION. SOAK FOR 5-7 DAYS FOR BEST RESULTS.
5. TAMP THE SOIL AROUND THE STAKE.
6. SEE DRAWING 4-10 FOR LIVE STAKE PLANTING PLAN.

## LIVE STAKE PLANTING

N.T.S.

## TEMPORARY SEEDING RECOMMENDATIONS

COMMON NAME	SCIENTIFIC NAME	APPLICATION DATE RANGE	APPLICATION RATE
JAPANESE MILLET	ECHINOCHLOA CRUSGALLI VAR. FRUMENTACEA	MAY 1 - AUG 31	10 LBS / AC
CEREAL RYE	SECALE CEREALE	SEP 1 - APR 30	30 LBS / AC

NOTES:


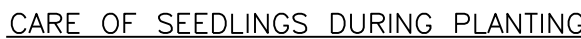
1. PRIOR TO SEEDING, INSTALL NECESSARY EROSION CONTROL PRACTICES SUCH AS DIKES, WATERWAYS, AND BASINS.
2. TO CONTROL EROSION ON BARE SOIL SURFACES, PLANTS MUST BE ABLE TO GERMINATE AND GROW. SEEDBED PREPARATION IS ESSENTIAL. IF THE AREA HAS BEEN RECENTLY LOOSENOED OR DISTURBED, NO FURTHER ROUGHENING IS REQUIRED. WHEN THE ARE IS COMPACTED, CRUSTED, OR HARDENED, THE SOIL SURFACE MUST BE LOOSENOED BY DISKING, RAKING, HARROWING, OR OTHER ACCEPTABLE MEANS (SEE SURFACE ROUGHENING).
3. SEEDING: SEED SHALL BE EVENLY APPLIED WITH A BROADCAST SEEDER, DRILL, CULTPACKER SEEDER OR HYDROSEEDER. SMALL GRAINS SHALL BE PLANTED NO MORE THAN 1.5 INCHES DEEP. SMALL SEEDS, SUCH AS ANNUAL RYE, SHALL BE PLANTED NO MORE THAN A QUARTER INCH DEEP.
4. MULCHING: TEMPORARY SEEDING CONDUCTED IN FALL FOR WINTER COVER AND DURING HOT AND DRY SUMMER MONTHS SHALL BE MULCHED WITH STRAW OR HAY ACCORDING TO THE STANDARD FOR MULCHING. HYDROMULCHES (FIBER MULCH) MAY NOT PROVIDE ADEQUATE TEMPERATURE AND MOISTURE CONTROL.
5. MAINTENANCE: AREAS THAT FAIL TO ESTABLISH A VEGETATIVE COVER ADEQUATE TO PREVENT RILL EROSION SHOULD BE RE-SEEDD AS SOON AS SUCH AREAS ARE IDENTIFIED.

## TEMPORARY SEEDING



SEEDLINGS SHOULD BE PLANTED IMMEDIATELY. IF IT IS NECESSARY TO STORE MOSS-PACKED SEEDLINGS FOR MORE THAN 2 WEEKS, ONE PINT OF WATER PER PKG. SHOULD BE ADDED. IF CLAY-TREATED, DO NOT ADD WATER TO PKG. PACKAGES MUST BE SEPARATED TO PROVIDE VENTILATION

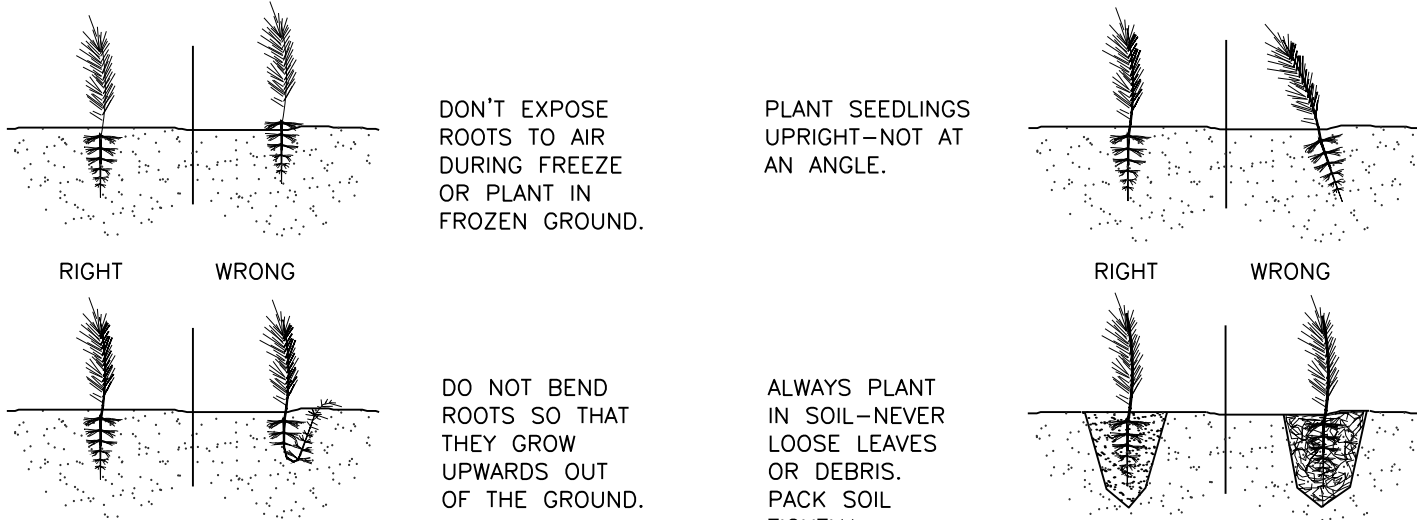
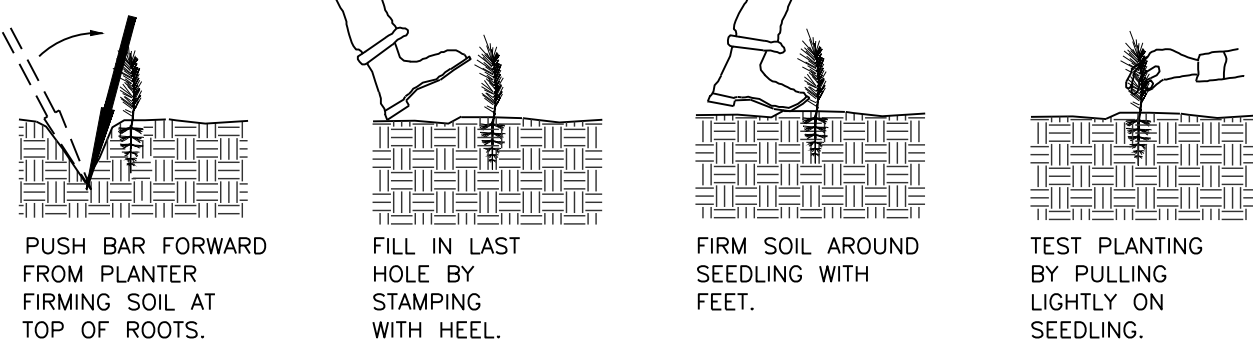
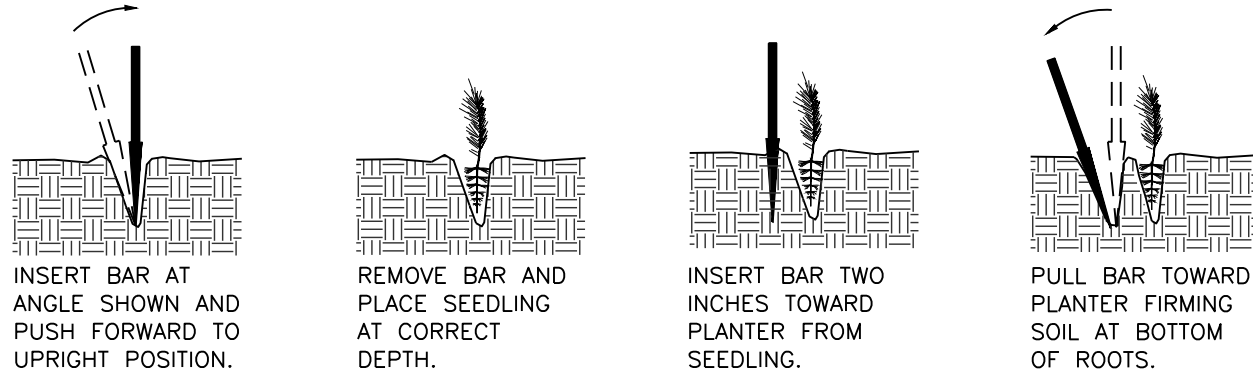
TO PREVENT "HEATING". SEPARATE PACKAGES WITH WOOD STRIPS AND STORE OUT OF THE WIND IN A SHADED, COOL (NOT FREEZING) LOCATION.



WHEN PLANTING, ROOTS MUST BE KEPT MOIST UNTIL TREES ARE IN THE GROUND. DO NOT CARRY SEEDLINGS IN YOUR HAND EXPOSED TO THE AIR AND SUN. KEEP MOSS-PACKED

SEEDLINGS IN A CONTAINER PACKED WITH WET MOSS OR FILLED WITH THICK MUDDY WATER. COVER CLAY-TREATED SEEDLINGS WITH WET BURLAP ONLY.

## HAND PLANTING



## **BARE ROOT CUTTINGS**

### **TREE AND SHRUB PLANTING**

N.T.S.

**NFC**  
**PERMIT**

2/18/2022  
DATE

[illegible]

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## PULTE HOMES - STREAM REPAIR

## VEGETATION DETAILS

STATION(S):

N/A



DATE:	3/24/2022
JOB NO.:	755552
DESIGN:	T. FIELY
DRAWN:	T. FIELY
CHECKED:	J.KOCINSKI
SHEET NO.	

## S7.1



## SECTION B-B

**LOG CROSS VANE**  
N.T.S.



1. FINISHED FACE OF EMBANKMENT SLOPE SHALL NOT EXCEED 2:1
2. 2/3 OF BASAL MATERIAL SHOULD BE TILTED INTO SLOPE AND COVERED WITH SOIL
3. TILT OF BRANCHES SHOULD BE 10° TO 20°
4. EACH TERRACE SHALL BE PROTECTED WITH GEOTEXTILE
5. STARTING FROM THE BOTTOM OF THE SLOPE, SECONDARY BRUSH (BRANCH) LAYERS CAN BE ADDED EVERY 3' - 4' PRECEEDING UP THE SLOPE.
6. STRAW MULCHING THE FINISHED SURFACE IS RECOMMENDED TO PROVIDE MOISTURE RETENTION AND ADDITIONAL EROSION CONTROL
7. PLANTING SHOULD OCCUR DURING DORMANT SEASON

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## STREAM STRUCTURE DETAILS

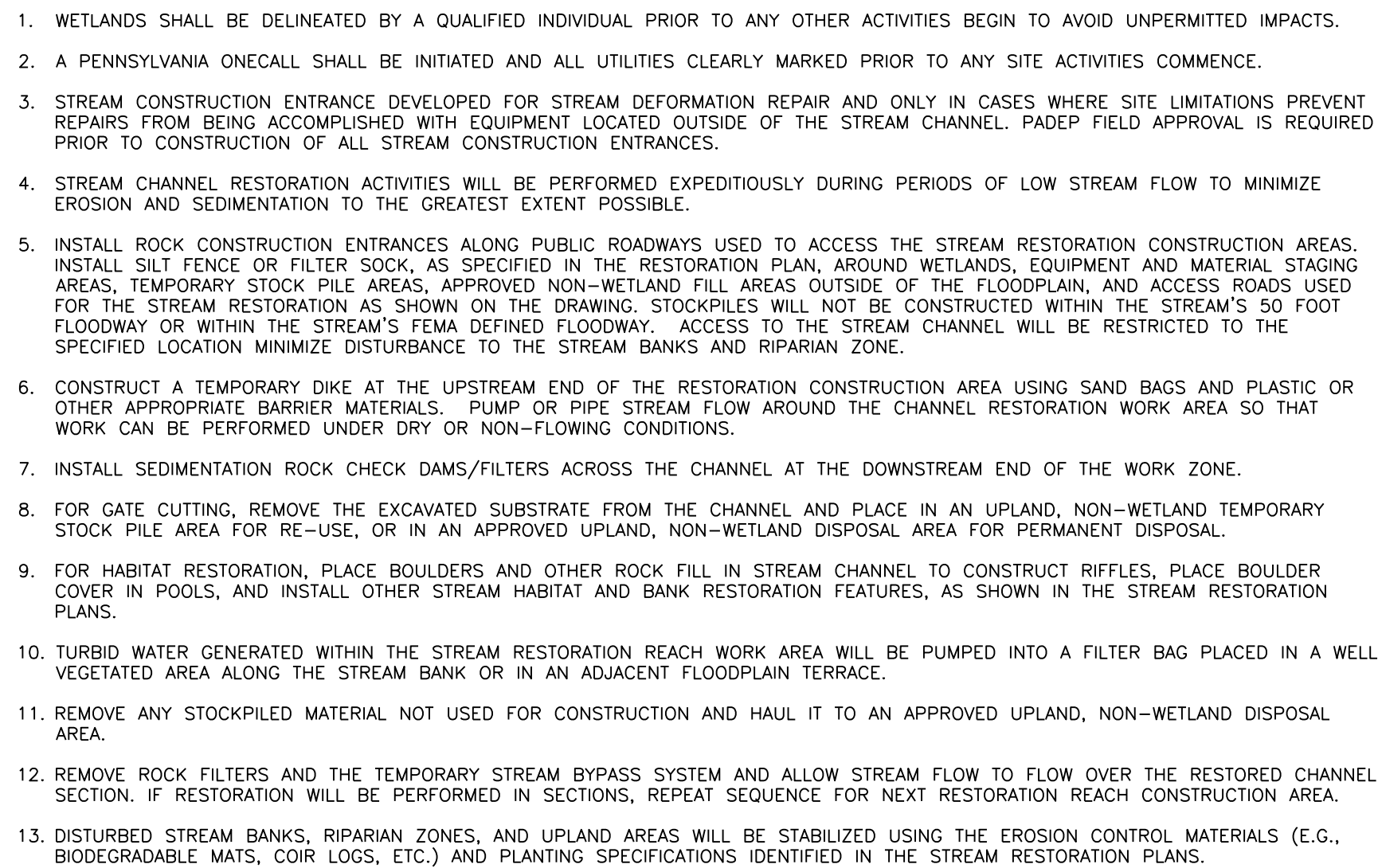
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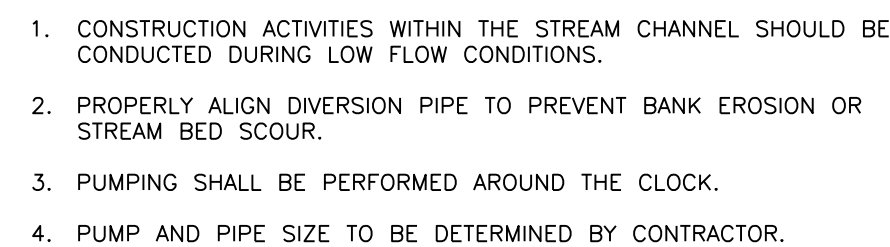
DATE:	3/24/2022
JOB NO.:	755552
DESIGN:	T. FIELY
DRAWN:	T. FIELY
CHECKED:	J.KOCINSKI
SHEET NO.	

## S7.2

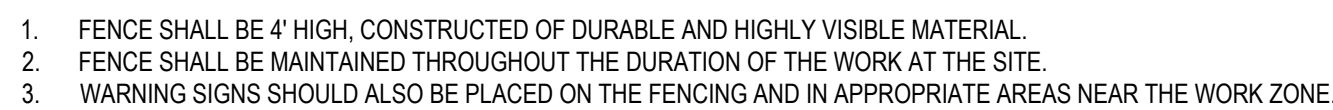




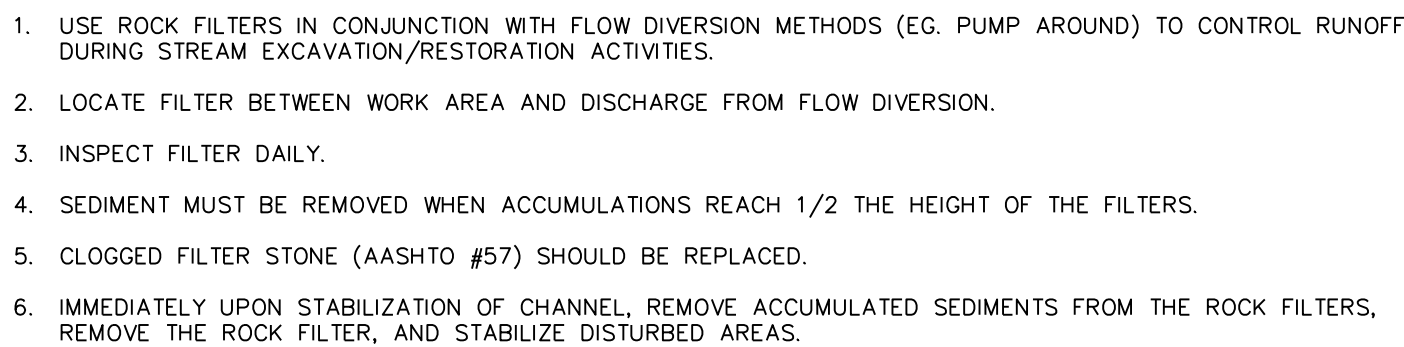
N.T.S.



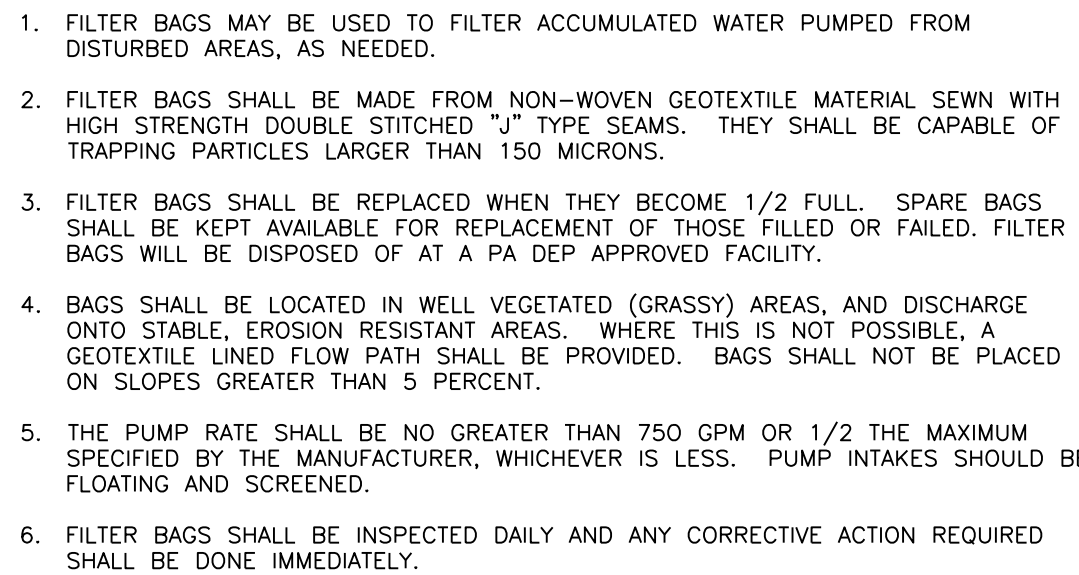
N.T.S.



## NTS



N.T.S.



N.T.S.

**CESO**   
WWW.CESOINC.COM

N/A



## S7.3



Resolution No. 2023-03.07.w

A resolution to approve Conditional Acceptance of modification repairs to the storm water retention basin walls for protection from stream erosion and release the current performance bond provided just for the pond repairs. The storm water basin is located in reserve B of Spring Creek Section 3, Phase 2 subdivision in Violet Township and the county currently holds a performance bond for this section.

(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 of increasing appropriations, appropriate from unappropriate, account to account, and fund to fund transfer for Utilities Funds 5044, 5841 & 5854 [Utilities]

WHEREAS, the Lift Station requires additional appropriations; and

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

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

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

12584123	Capital Outlay	\$64,919.00
12504429	Transfers	\$107,912.41

Section 2. That the fund to fund in the amount of \$107,912.41 is hereby authorized as follows:

From:	12504429-700000	Transfers Out	\$107,912.41
To:	12585400-439100	Transfer In	\$107,912.41

Section 3. County Auditor is authorized to appropriate from unappropriated funds as below:

12585400	Contractual Services	\$107,912.41
----------	----------------------	--------------

---

For Auditor's Office Use Only:

Section 1:	12584123 573600	\$64,919.00
	12504429 700000	\$107,912.41

Section 3:	12585400 534000	\$107,912.41
------------	-----------------	--------------

Section 4: Request the County Auditor on behalf of the Budget Commission, to increase and amend the certificate in the amount of \$107,912.41 to the credit of 5854 Lift Station fund for a total amended certificate of \$107,912.41.

2023-03.07.x

A resolution of increasing appropriations, appropriate from unappropriate, account to account, and fund to fund transfer for Utilities Funds 5044, 5841 & 5854 [Utilities]

Section 5: Request that the County Auditor update the receipt line item as follows:

12585400-439100      \$107,912.41

Prepared by: Tony Vogel  
cc: Utilities

Resolution No. 2023-03.07.x

A resolution of increasing appropriations, appropriate from unappropriate, and fund to fund transfer for Utilities Funds 5044, 5841 & 5854 [Utilities]

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-03.07.y

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 9, 2023.

---

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

---

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance  
cc: Finance Office

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 1001 - GENERAL FUND								
5370161	03/09/2023	3720	LANC FF CO CHAMBER OF COMMERCE	48089	02/24/2023	23000796	C0307	MEETINGS/LUNCHEONS CORDLE/FIX/LEVACY	60.00
	Fund: 2876 - FISCAL RECOVERY (ARP)								
5370162	03/09/2023	5844	COURTVIEW JUSTICE SOLUTIONS INC	FAIRFIOH1201	02/01/2023	22005143	C0307	Clerk of Courts - case management system 2/2023	58,090.50
TOTAL: COMMISSIONERS ADMIN									58,150.50

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201	COMM-ECONOMIC DEV								
	Fund: 1001 - GENERAL FUND								
5370160	03/09/2023	3078	LANCASTER FESTIVAL INC	2020-77	02/08/2023	23001983	C0307	FAIRFIELD COUNTY 2023 SUPPORT	10,300.00
TOTAL: COMM-ECONOMIC DEV									10,300.00



INVOICES BY DEPARTMENT

03/09/2023 to 03/09/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
---------	------------	----------	-------------	-----------	--------------	------	---------	-----------------------	--------

Summary Total for this report: \$68,450.50

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-03.07.y

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



3/7/2023

South Licking Watershed Conservancy District (SLWCD)  
Dan Blatter - Director

“Thank You” to the Fairfield County Commissioners for your continued support of the Conservancy District, particularly including financial support.

Our goals continue to include flood reduction and damage mitigation for the entire South Fork Licking River watershed which includes both the South Fork Licking River and its several tributaries, the largest being Raccoon Creek.

Specifically, regarding our current activities, we have contracted with the firm EMH&T for a study to identify measures and requirements pertaining to flood damage reduction and environmental protection in the South Fork. The explicit goal is a planning study with sufficient detail to develop recommendations for flood damage reduction projects within the South Fork and leading to an update to the Official Plan for the SLWCD and appraisal of benefits to establish a funding mechanism for program implementation.

This is involving a lot of watershed hydraulic and hydrologic modeling to determine means to mitigate flooding and benefits to be achieved.

This is being funded, in large part, by a Muskingum Watershed Conservancy District (MWCD) grant, and with support of the Licking County Soil & Watershed Conservancy District (LCSWCD) (see also Grant Exhibit A)

The Licking County Commissioners have also contracted with MS Consultants for a “2D” hydraulic model that can depict flooding as it occurs over time for areas that extend from Newark to near-Kirkersville and near the Kirkersville Feeder. Combining the modeling of MS Consultants with EMH&T’s work will provide an up-to-date evaluation of the South Fork situation, including the Buckeye Lake Village and Walnut Township areas.

Additionally, SLWCD is being assisted by the Ohio Silver Jackets for studies of Raccoon Creek, the northern part of the Conservancy District.

Silver Jackets teams, supported by the Army Corps of Engineers, are interagency teams that facilitate collaborative solutions to state flood risk priorities. The state-led teams bring together multiple state, federal, and sometimes tribal and local agencies to learn from one another and work together to reduce risk from floods and sometimes other natural disasters. By applying their shared knowledge, the teams enhance preparedness, mitigation, and response and recovery efforts. The state or territory sets the priorities, with each agency member supporting the team using its own programs and resources within the constraints of available budgets and agency authorities.

#### Ohio Silver Jackets -- MISSION STATEMENT

This interagency team is dedicated to working collaboratively with the Federal, State and appropriate stakeholders in developing and implementing hazard mitigation actions that leverage available agency resources, which include funding, programs, and technical expertise.

This interagency effort will conduct an inundation analysis of logjams in the South Licking Watershed focusing on the Raccoon Creek debris fields. The outcome of the project will facilitate prioritization for removal of logjams by max benefit to reduce flood risk.

## Exhibit A

### Project Description:

The Applicant is seeking funds to prepare a planning study to identify measures and funding requirements pertaining to flood damage reduction and environmental protection for the portion of the South Fork Licking River watershed within SLWCD boundaries. The planning study and findings will serve as the basis for updating the Official Plan for the SLWCD, which is based on a 1980 study and addendums. The Planning Study will also identify measures for inspecting and maintaining stream channels within the SLWCD boundary, for the purpose of preserving the flood carrying capacity and preventing large-scale channel bank erosion.

### Project Benefit:

The explicit goal is to develop a planning study with sufficient detail to develop recommendations for flood damage reduction projects within the South Fork Licking River Watershed, leading to an update to the Official Plan for the SLWCD and an appraisal of benefits to establish the required funding mechanism for program implementation. The primary benefactors are the more than 370,000 residents (2019 census estimates) within Licking, Fairfield and Perry Counties, who are impacted directly or indirectly by flood damages that occur within the South Fork Licking River watershed, either through property damages, lost revenue due to business interruptions, and the inability to access critical facilities.

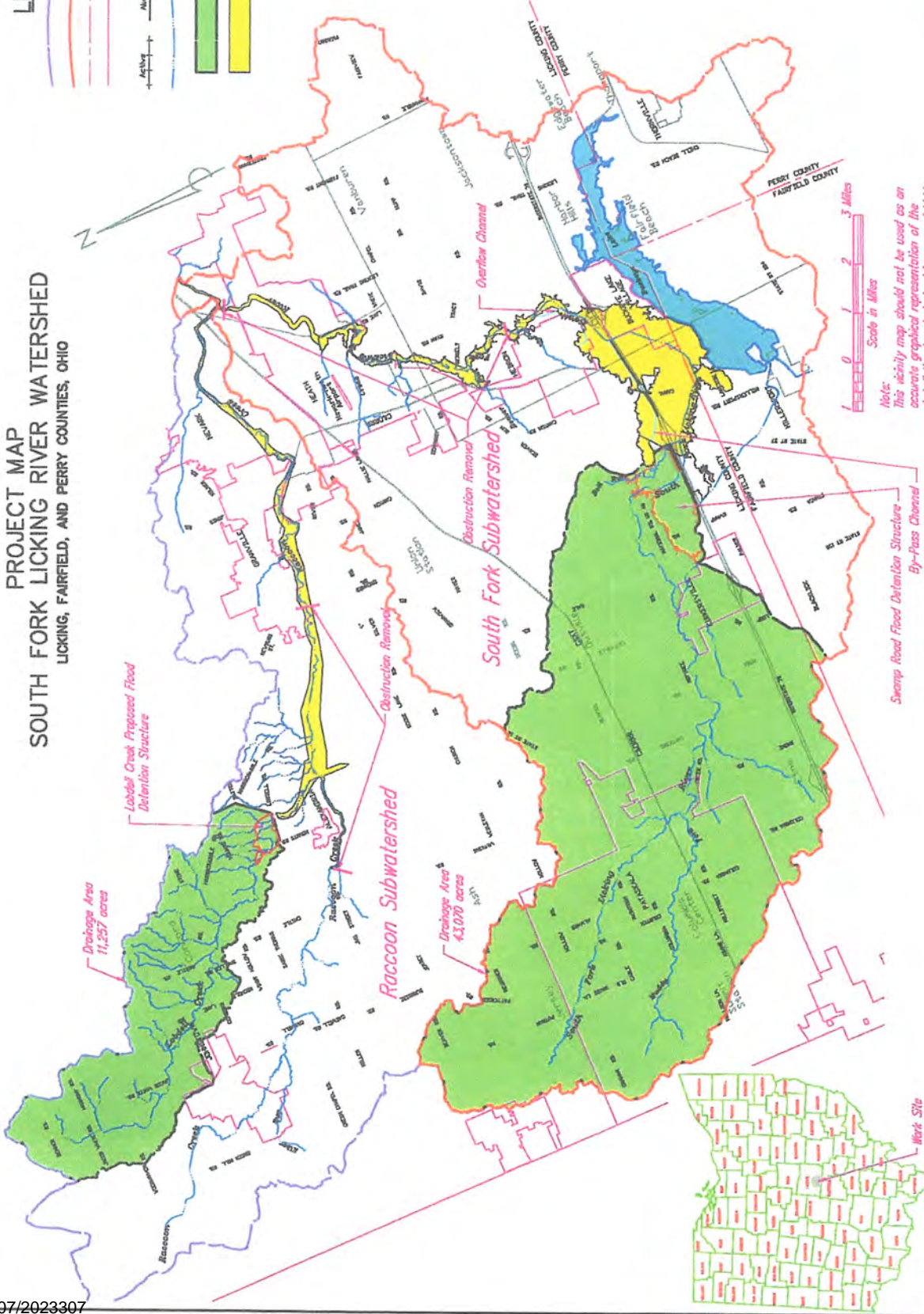
This project will identify measures and funding requirements pertaining to flood damage reduction and environmental protection for the portion of the South Fork Licking River Watershed and update the SLWCD Official Plan. This project aligns well with MWCD's mission and authorities granted within the Amendment to the Official Plan.

### Budget Summary

Total Project Cost:	\$250,000.00
MWCD Funding	\$200,000.00



# PROJECT MAP SOUTH FORK LICKING RIVER WATERSHED LICKING, FAIRFIELD, AND PERRY COUNTIES, OHIO



Scale in Miles  
0 1 2 3 Miles

Note:  
This vicinity map should not be used as an accurate graphical representation of the jurisdictional and planning areas of Licking, Fairfield, and Perry Counties, Ohio.





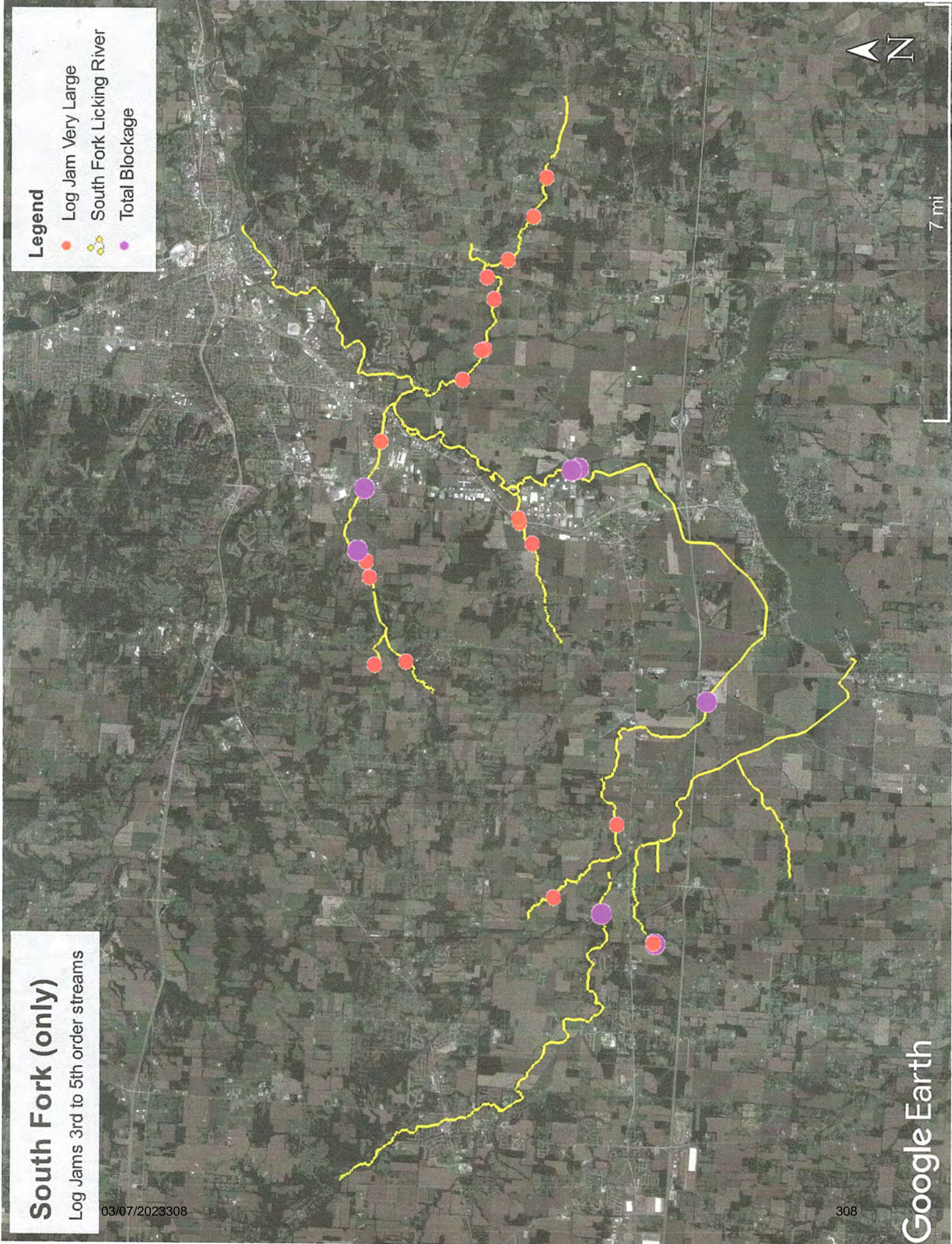
## South Fork (only)

Log Jams 3rd to 5th order streams

03/07/2023308

### Legend

- Log Jam Very Large
- South Fork Licking River
- Total Blockage





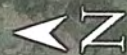
# SLWCD All Streams

LCSWCD 2020 log jams identified

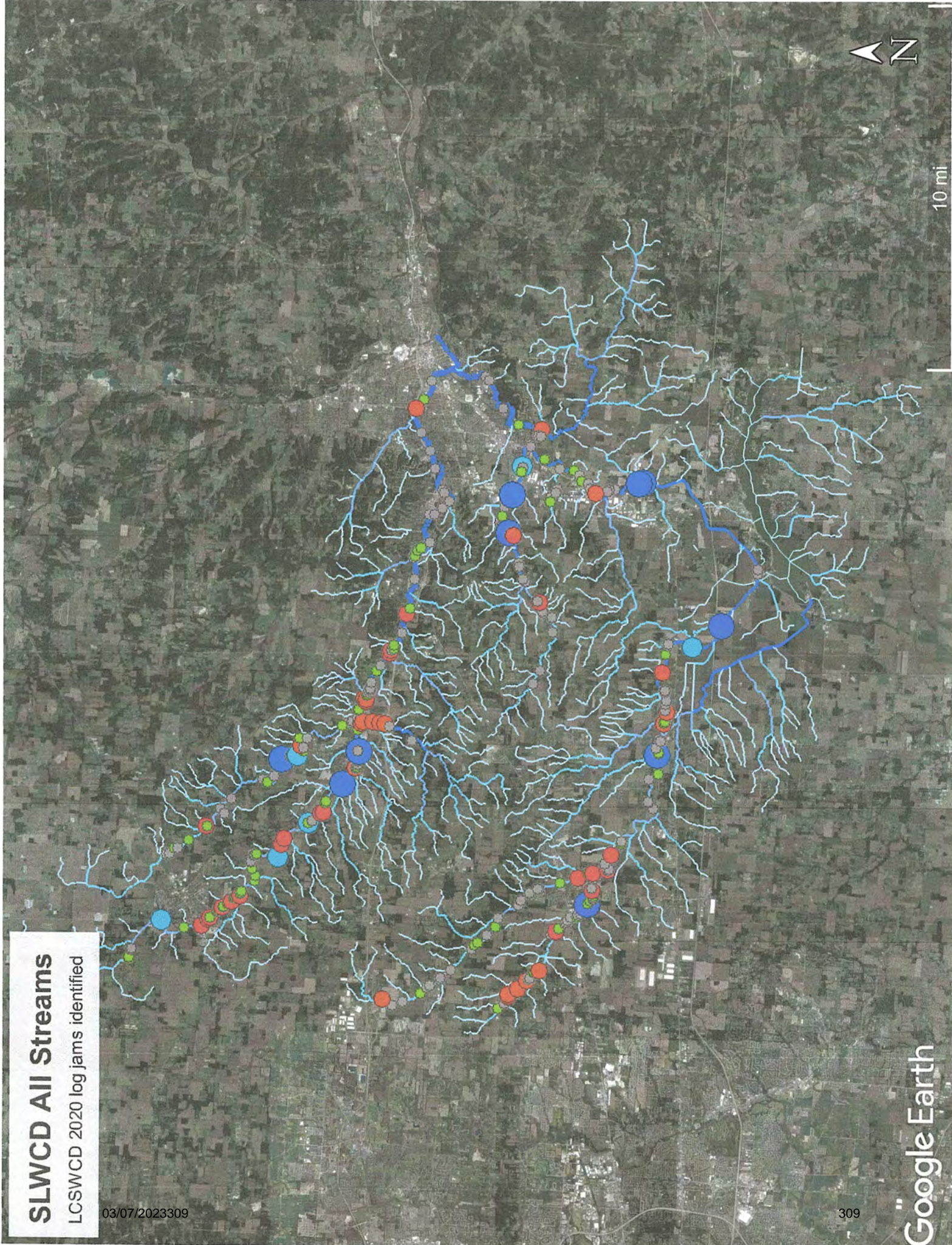
03/07/2023309

309

Google Earth



10 mi





03/04/2023

To whom it may concern:

I've lived in Fairfield County for over thirty years and have been blessed enough to have family that farms some of this beautiful land. I'm growing more and more concerned with the idea of having large solar panel projects infiltrating into our county. With the passing of Ohio House Bill 501 and Senate Bill 52, this grants authority to our Township Trustees and County Commissioners to have exclusionary zones in our area. I'm writing to request that you make the initiative to look at rural residential areas as exclusionary areas when it comes to implementing possible solar and/or wind projects. We would never be able to have a house built in an industrial zone so why would it be acceptable to have industrial solar panel projects built in a rural residential area? According to the Fairfield County land use plan, it is clear that our residents want to maintain this land as a farming community and uphold our agricultural heritage. By writing a resolution to reject community and/or industrial solar/wind projects, you would be representing what our county feels. Aside from what our county feels, there are other issues to consider when it comes to these solar panel projects including possible water and fire safety issues. If a solar panel were to catch fire, what would be the plan to extinguish it? Also, once it's burned, what chemicals would be released into the land or air? If a part malfunctions and leaks into the soil, that could leach into nearby water. Is there a plan for if/when they break field tile from installing such projects? That in itself could cause major water issues of flooding in the surrounding areas. I'm not saying I'm against renewable energy, but there needs to be boundaries set in place where they could be installed. Having a husband that farms and a son that looks to be following in his footsteps, I can't imagine what would happen if the Eastern Cottontail Solar Project is put into place. We would not only lose land that we rent for farming, but the possible future of other farmers would be at stake if you don't set zoning exclusions.

Thanks for your consideration,

Amanda Wagner

Dear County Commissioner,

March 7, 2023

My name is Janice Chapman. I have family members who have lived in Fairfield County for most of their lives. My husband and I have lived in Fairfield County for almost 5 years. I am writing in concern for our futures. We rely on the land and realize the importance of many resources. I know that our most valuable resources are those that are non-renewable and limited. Farmland is a limited resource. Once farmland is used for other purposes, it usually doesn't return to farm ground. Especially for solar farms, as the topsoil is removed and all the nutrients are removed from the ground. We have all seen the effects of limited resources from fuel to food. Now there is talk of an upcoming food shortage.

I know the need for more green energy is important, so I suggest we use green energy in other areas that are not being used in a productive manner. For example, placing solar panels on buildings, like Wal-Marts, shopping malls or parking garages in large cities where most of the electric that is produced from solar projects will go. Also, it can be placed on hilly land or in desert areas. To me, that seems like a better use of space than taking up prime farmland that is used to help feed our country. I also know that building on farmland is probably cheaper because it has never been built on before and probably less regulation. When solar farms are put in, they disturb drain tile which can lead to water backup in peoples' homes. Who will cover those costs for water damage? Will field tiles be fixed? Who will pay for repairing/replacing field tile and all the associated expenses? What happens when a solar panel goes bad? Where is it taken? Is it replaced or is it placed in a heap pile on a field somewhere? Is there going to be damage from all the batteries involved? A few years back, there was a rise in brain cancer due to cell phone usage which people thought was associated with the batteries. Will this be an issue? Will there be other health risks?

Please take into consideration the people in the community, not just the few who have signed agreements with solar companies. We should all work together to help our county, not divide us against each other.

Sincerely,



Dear County Commissioner,

Hello! My name is Andrea George. I am a long-time resident of Fairfield County. I have lived in the county for nearly forty years and in the Pleasantville area for nearly twenty years. My husband is a local farmer and our three children help on the farm. I am writing this in concern for our futures. We rely on the land and realize the important of many resources. I know that our most valuable resources are those that are non-renewable and limited. Farmland is a limited resource. Once farmland is used for other purposes, it usually doesn't return to farm ground. We have all seen the effects of limited resources from fuel to eggs. I know that the need for more green energy is important, so I suggest we use green energy in other areas that are not being used in a productive manner. For example, placing solar panels on buildings or parking garages in large cities where most of the electric that is produced from solar projects will go. To me, that seems like a better use of space than taking up farmland that is used to help feed our country. I also know that building on farmland is probably cheaper because of a lack of hoops that companies will have to jump through instead of in cities. As of now, I don't believe solar companies have to have any permits to build. Also, I don't understand how permits are not necessary. In our county, you even have to apply for permits to build garages, houses, etc. Why are permits not required for solar companies? I believe more permits should be put in place to protect our land because once it's gone, it's gone. Please take into consideration the people in the community, not just the few who have signed agreements with solar companies. We should all work together to help our county, not pit people against others.

Sincerely,



Andrea George



**Resolution  
22-06-00973**

**Consider designating a Restricted Area in Butler County to include all unincorporated areas within Reily Township, Fairfield Township, Hanover Township, Liberty Township, Madison Township, Milford Township, Morgan Township, Oxford Township, Ross Township, St. Clair Township, Wayne Township, and West Chester Township to prohibit the construction of an economically significant wind farm, a large wind farm, and/or a large solar facility as defined by Ohio Revised Code 303.58.**

Information

**Department:**

Planning

**Sponsors:**

**Category:**

An Inter-Departmental  
Review

Resolution Request Body

**Whereas**, pursuant to Section 303.58 of the Ohio Revised Code, the Board of County Commissioners may adopt a resolution designating all or part of the unincorporated area of a county as a restricted area, prohibiting the construction of any or all of the following: (1) an economically significant wind farm; (2) a large wind farm; (3) a large solar facility;

**Whereas** the Reily Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Reily Township as a restricted area;

**Whereas** the Fairfield Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Fairfield Township as a restricted area;

**Whereas** the Hanover Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Hanover Township as a restricted area;

**Whereas** the Liberty Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Liberty Township as a restricted area;

**Whereas** the Madison Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Madison Township as a restricted area;

**Whereas** the Milford Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Milford Township as a restricted area;

**Whereas** the Morgan Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Morgan Township as a restricted area;

**Whereas** the Oxford Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Oxford Township as a restricted area;

**Whereas** the Ross Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Ross Township as a restricted area;

**Whereas** the St. Clair Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of St. Clair Township as a restricted area;

**Whereas** the Wayne Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of Wayne Township as a restricted area;

**Whereas** the West Chester Township Board of Township Trustees has adopted the attached certified resolution requesting the Board of County Commissioners to designate all of West Chester Township as a restricted area;



**Whereas** in accordance with Section 303.58(C) of the Ohio Revised Code this Board established June 13, 2022, at 9:30 AM in the Board Chambers at 315 High Street, 2nd Floor, Hamilton, Ohio 45011 as the date, time, and place for a public hearing on the designation of the restricted area;

**Whereas** the Board through its Department of Development has provided public notice of the date and time of the meeting by one publication in the Hamilton Journal-News on May 9, 2022;

**Whereas** the Board through its Department of Development has, beginning on May 9, 2022, publicly posted a map showing the boundaries of the proposed restricted area at all public libraries within Butler County;

**Whereas** the Board through its Department of Development has, as of May 6, 2022, provided written notice of the meeting, by first class mail, to all school districts, municipal corporations, and boards of township trustees located in whole, or in part, within the boundaries of the proposed restricted area;

**Whereas** the Board has conducted the above-mentioned public hearing;

**Whereas** the Board of County Commissioners has deliberated and makes the following findings of fact:

1. As public officials, the Commissioners have a responsibility to consider ways to reduce dependency on fossil fuels, while at the same time balancing the responsibility to maintain the public trust and respect the desires of the Township Trustees, who are those elected officials closest to the citizens of Butler County.
2. The Commissioners respect and support the request of the Townships regarding this issue, with the understanding that should conditions change in the future, the Townships will return to the Commissioners with solutions that reflect improved energy technology that minimizes the impact to Butler County's rural lands and citizens.
3. The proposed restricted areas apply only to utility-scale generating facilities and do not limit the ability of individual landowners to construct small wind and solar facilities on their own property and for their own use.

4. The decision to restrict the proposed areas can be rescinded and reversed subject to the lawful statutory process if a viable project in the best interest and general welfare of the applicable township and County presents itself.

**Now, therefore, be it resolved** that, in accordance with Section 303.58 of the Ohio Revised Code and after a public hearing, the Board of County Commissioners does hereby designate all of the unincorporated area of Butler County (with the exception of Lemon Township) as a restricted area, prohibiting the construction of an economically significant wind farm, a large wind farm, and/or a large solar facility; be it further

**Resolved** that the restricted area shall include all unincorporated areas within Reily Township, Fairfield Township, Hanover Township, Liberty Township, Madison Township, Milford Township, Morgan Township, Oxford Township, Ross Township, St. Clair Township, Wayne Township, and West Chester Township; be it further

**Resolved** that this resolution and all accompanying texts and maps shall be filed with the office of the Butler County Recorder; be it further

**Resolved** that the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, which resulted in those formal actions, were in meetings open to the public in compliance with the law.

## Meeting History

**Jun 23, 2022 9:30 AM Video** **Butler County Board of Commissioners** **Regular Meeting**

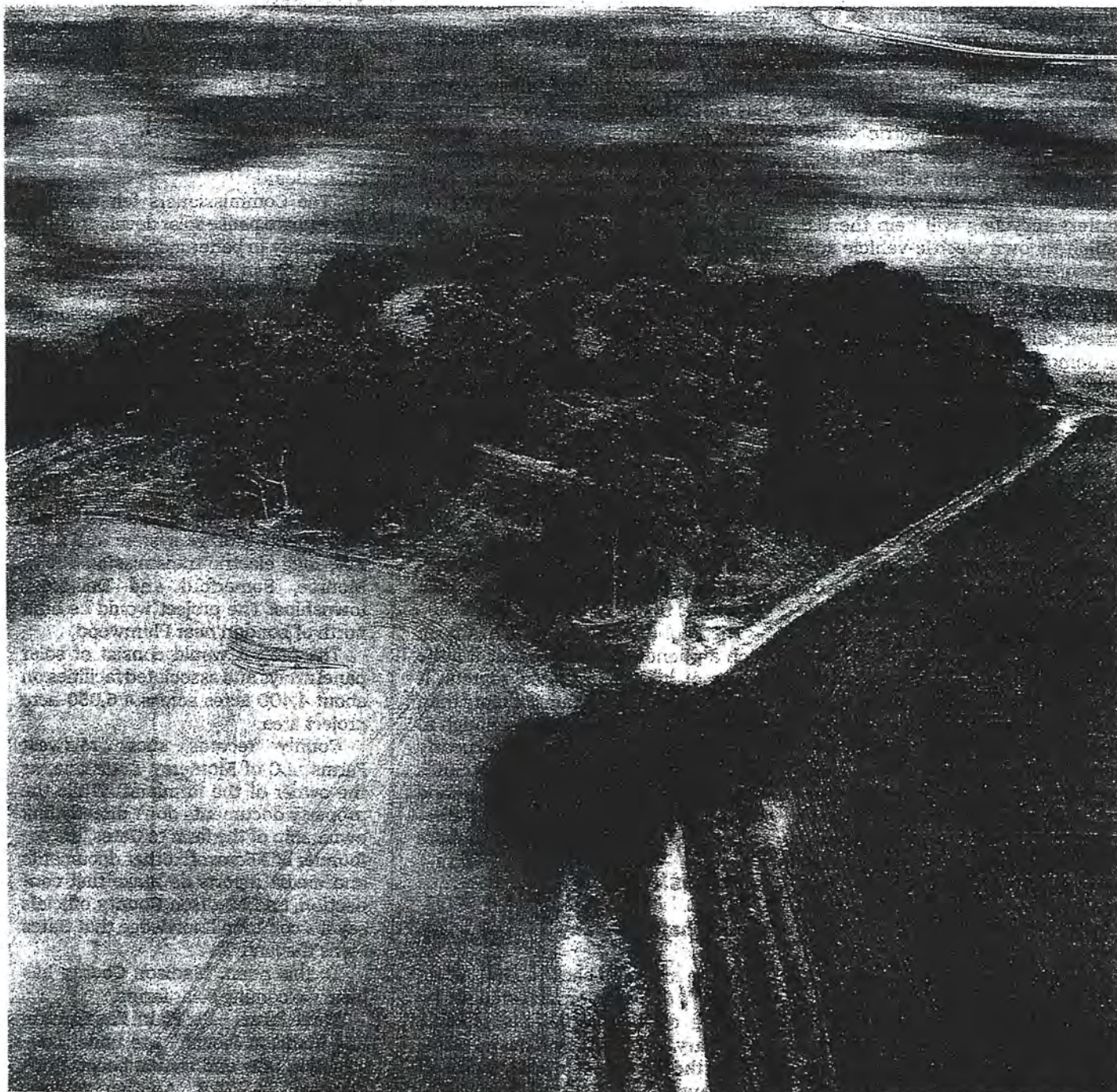
 **Draft**

**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Cindy Carpenter, Member  
**SECONDER:** T.C. Rogers, Vice President  
**AYES:** Donald Dixon, T.C. Rogers, Cindy Carpenter

315 High Street Hamilton, OH 45011



# BUSINESS



**This tree-lined driveway, off of State Route 38, is part of the Madison County farmland owned by Microsoft cofounder Bill Gates that might become part of a solar farm. The actual owner of the farm is a company called Midwest Farms, owner of about 6,300 acres of farmland in Union, Deer Creek, Monroe and Somerford townships. DORAL CHENOWETH/COLUMBUS DISPATCH**



# Officials ask state to reject solar farm

## Madison County board cites community opposition

**Mark Williams**

Columbus Dispatch  
USA TODAY NETWORK

Madison County officials have had an apparent change of heart when it comes to solar farms in general in their county and, in particular, plans to turn a Bill Gates-owned chunk of land into one.

The county commissioners last week asked state regulators to reject the giant Oak Run Solar Project, telling them that it's time for a pause on such projects in the county.

The commissioners cited community opposition to the project along with the fact that there are three other projects in the county under construction and another one that was one approved recently as reasons why the state should turn down the Oak Run project, according to a letter the commissioners sent to the

See SOLAR, Page 22A

**"The Commissioners felt the time was right to pause solar development in the county to better monitor these projects while in the construction phase and to ascertain how these projects impact the community once operational."**

**From a letter to the Ohio Power Siting Board**

## Low on cash? Looking for ways to save? Give these

**Marc Saltzman**

Special to USA TODAY

With the rising costs of living putting a strain on many families – not to mention high interest rates affecting your credit card and mortgage payments, mass layoffs, and a looming recession – Americans, understandably, are looking for ways to save.

The good news is you can get a handful of things for free you otherwise might pay for.

Granted, there may be a few limitations, such as sitting through a few ads during a streaming movie or borrowing (rather than owning) ebooks, but you might be surprised how tech can help you keep more money in your pocket.

The following are a half-dozen sug-

gestions:

### **Where can I get full audiobooks for free?**

So long as you have a library card, you can borrow ebooks and audiobooks for free – even today's bestsellers – through the Libby app.

On Jan. 25, its parent company Over-

No one schedules a time for their furnace to go out. But you can schedule a time to help ensure it doesn't.



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can't wait to show farmers  
that these sites are going to  
be farmed. It's going to  
happen. It will just take time  
to convince people."

**Sarah Moser**  
a Savion senior development manager

## Solar

Continued from Page 21A

Siting Board.

"The Commissioners felt the time was right to pause solar development in the county to better monitor these projects while in the construction phase and to ascertain how these projects impact the community once operational," said the letter to the Ohio Power Siting Board, the state agency charged with approving new sources of electricity.

Oak Run would be one of the largest solar farms proposed in the U.S.

The project, being developed by Kansas City, Missouri-based renewable energy company Savion, involves an 800-megawatt solar farm, a 300-megawatt energy storage system and a 3.5 mile-long electric transmission line in Monroe, Somerford and Deercreek townships. The project would be built north of London near Plumwood.

The project would consist of solar panel arrays and associated facilities on about 4,400 acres across a 6,050-acre project area.

County records show Midwest Farms LLC of Monterey, Louisiana, as the owner of the farmland. While the property documents don't directly link ownership of the farm to Gates, the co-founder of Microsoft, other documents and media reports do make that connection, and Madison County officials say it's common knowledge that Gates owns the land.

To this point, Madison County has been welcoming solar farms.

Three farms - Big Plain, Fox Squirrel and Madison Fields - are under construction now and should become operational in 2024. Another project, Springwater, that is planned for southeast Madison County and southwest Franklin County, recently received Siting Board approval.

"The commissioners want to see how these projects pan out and what

Franklin County, recently received Siting Board approval.

"The commissioners want to see how these projects pan out and what impact we do see," said Rob Slane, the county administrator.

The existing projects, as has happened with solar farms throughout Ohio, have become deeply polarizing in the community, he said. The warm winter has led to mud on the roads at the construction sites and additional criticism, he said.

"It was a little bit of a shock," Sarah Moser, a Savion senior development manager, said of the commissioners' decision.

Once construction starts, it's not unusual for opponents and others to complain, she said.

"People don't like change," Moser said.

The opposition by the commissioners doesn't kill Oak Run, at least for now, Moser said. A Siting Board staff report on the project is due out in March.

Even stopping the project temporarily can cause problems, she said.

"These aren't things you can turn on and turn off," Moser said.

Construction could start before the end of the year and the solar farm would come online in chunks beginning potentially as soon as the end of 2025, according to Siting Board documents.

The project is one of about 50 either in operation or in some stage of development in Ohio, according to Siting Board data.

As with Ohio, there's been a similar surge of solar projects nationwide. More than half of the 54.5 gigawatts of electric-generating capacity expected to come online this year are from solar, according to the Energy Information Administration.

Some of the surge is a result of supply chain problems that pushed the completion of projects from 2022 into this year.

If all the projects come on as planned, 2023 will have the most new utility-scale solar capacity added in a single year and double the current record that was set in 2021.

Moser said she's convinced farmers and the public will be more accepting of the solar farms in Madison County once the construction work is done and farmers can be shown that they can still farm between and around rows of solar panels.

"I can't wait to show farmers that these sites are going to be farmed," she said. "It's going to happen. It will just take time to convince people."

mawilliams@dispatch.com  
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