

Regular Meeting #15 - 2025
Fairfield County Commissioners' Office
April 8, 2025

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Assistant Prosecuting Attorney, Amy Brown-Thompson; Utilities Director, Tony Vogel; GIS & REA Director, Dave Burgei; Map Room Technician, Clayton Finley; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; FCFC Manager, Tiffany Wilson; Deputy JFS Director, Heather O'Keefe; Deputy HR Director, Abby Watson; Interim RPC Director, Holly Mattei; District Urban Technician, Chad Lucht; Soil and Water Manager, Nikki Drake; JFS HR Officer, Ashley Fahner; JFS HR Officer, Brittney Ritenour; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Chris Snider, and Samantha Meadows.

Virtual attendees: Lori Lovas, Beth Cottrell, Jerry Starner, Michelle Carper, Shelby Hunt, Jennifer Effinger, Nicole Schultz, James Bahnsen, Greg Forquer, BGM, Jessica Murphy, Park Russell, Leighann Adams, Deborah, Lori Hawk, Jared Collins, Baylie Blevins, Shannon, Vince Carpico, Stacy Hicks, Jeff Barron, Randy Carter, Jennifer Morgan, Jeanie Wears, Alex Lape, Joe Ebel, Ashley Arter, Stacy Knight, Josh Horacek, and Brian Wolfe.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Introduction of New Employee, JFS HR Officer Brittney Ritenour

Ms. O'Keefe introduced the new HR Officer for JFS, Britney Ritenour.

Ms. Ritenour stated she is originally from Zanesville and is happy to be back in the area.

IT (Information Technology) Update, IT Director Dan Neeley

Mr. Neeley provided an IT update and corresponding PowerPoint which can be viewed in the minutes. IT has been involved in new technology services at many new county locations and with several capital projects. The IT team consists of eight individuals who manage the service desk, 1300 user accounts, 1000 endpoint devices, and almost 200 servers. IT has been fielding questions as Microsoft has implemented an October 2025 deadline for the Windows 11 update and will no longer support prior versions.

Commissioner Davis asked what version of Windows is currently being used throughout the county.

Mr. Neeley replied that many large entities, including Fairfield County, stayed on Windows 10 when Windows 11 was first introduced. This is a common practice as new updates can pose different issues. He continued by speaking on cybersecurity, disaster recovery, security cameras, and access control. There were 280 security cameras that were migrated to a new cloud base system and 292 badge readers were replaced with access controlled doors. He added that there are IT/technical staff outside of the eight located in the Administrative Courthouse that assist in

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their respective departments. He also spoke about surveys that are emailed after the completion of service tickets. Those surveys have indicated a 90% satisfaction score with IT assistance.

Commissioner Davis asked if departments in the county reach out to IT for assistance with new processes or implementing new procedures.

Mr. Neeley replied that often someone in IT will see a process that could be improved and will offer suggestions.

Commissioner Davis spoke about IT's ability to now move forward strategically.

Mr. Neeley spoke about staying connected with peers in the industry for new solutions to IT problems.

Commissioner Levacy stated that he feels cybersecurity is of utmost importance.

Mr. Neeley replied that IT has done a good job of getting information out to staff who are now recognizing issues and reporting them.

Commissioner Fix asked about AI tools that are now accessible and if IT is watching for such opportunities.

Mr. Neeley stated AI is being addressed at a policy standpoint with departments.

Mr. Porter spoke about ensuring we are using the correct information in the right systems. We will have a presentation at the Leadership Conference on AI and are looking at the most robust systems to protect our data.

Commissioner Fix thanked Mr. Neeley for retooling the IT team and IT infrastructure of the county.

Public Comments

Ray Stemen spoke about the speed at which technology changes.

Legal Update

Amy Brown-Thompson stated that HB 497 goes into effect April 9th, 2025, which includes contract changes.

County Administration Update

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

April is National County Government Month (NCGM)

National County Government Month is a great opportunity to highlight the role that counties play in serving our residents and all Ohioans. Throughout April we are highlighting some of the essential services that county governments provide. Since April is Child Abuse Prevention Awareness Month, and the Child Abuse Prevention Breakfast

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is tomorrow, I will highlight some of the services that Child Protective Services Provide. CPS assesses and investigates reports of child abuse, neglect, or dependency. They work with families to develop case plans and identify safety plans for children who cannot return home, potentially involving the court system if necessary. CPS helps with family support services, foster care and adoption services, and family engagement. They provide ongoing case management to ensure that families receive the necessary support they may need.

April 15th Leadership Conference and Board of Commissioners' Meeting

Next week the Board of Commissioners' Meeting will be at a different time and location. The 2025 Leadership Conference will be held at Alley Park from 8:00 a.m. until noon, and the Commissioners' Meeting will follow at 1:00 p.m.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

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

Resolutions of note:

- A proclamation recognizing the Bicentennial of the Village of Millersport.

Commissioner Fix read the proclamation and presented it to Commissioner Levacy who spoke about the area while the canal was being built in the early 1800's.

- A resolution of support of State Issue 2, Renewal of the State Capital Improvement Program. Issue 2 will be on the May 6th ballot. This is a renewal and will not increase taxes. The program has provided over \$7 billion to improve Ohio infrastructures for almost 40 years.
- Facilities has a resolution to approve two addendums to the lease agreements with the Ohio Department of Public Safety for BMV space at the One-Stop Building.

Jon said there is a slight change to the lease rate in the agreement.

Ms. Cordle stated that the county must be planful of the timing to changes in the lease agreement due to some state requirements.

- RPC has two resolutions on the agenda. One to accept the Chesapeake subdivision/Milnor Road Improvements and one to approve the conditional acceptance of the Pine Hill Estates Section 2 Subdivision.

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Budget Review

- Budget Director, Bart Hampson,

Calendar Review/Invitations Received

- *The Calendar and Correspondence reviews were provided by Ms. Menningen.*

Informational Items

- OCCO Legislative Reception, April 8, 2025, 5:00 p.m., Statehouse Atrium, 1 Capitol Sq., Columbus
- Child Abuse Prevention Month Breakfast, April 9, 2025, 8:00 a.m., Life Church Vineyard, 5550 Lancaster-Newark Rd. NE, Pleasantville
- Fairfield County 4-H Achievement Awards Program, April 10, 2025, 7:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster
- 2025 Local Civics Bee Competition, April 9, 2025, 10:00 a.m., Ohio University Lancaster, 1570 Granville Pike, Lancaster
- CCAO Regional Legislative Briefing, April 21, 2025, 12:00 p.m., The Granville Inn, 314 Broadway E., Granville
- Pickerington Public Library Community Leaders' Luncheon, April 28, 2025, 11:00 a.m., Grace Fellowship Church, The Studio, 1449 Refugee Rd., Pickerington
- Unveiling of The Link, April 29, 2025, 3:30 p.m., Fairfield County Job & Family Services, Wheeling St. Entrance, 239 W. Main St., Lancaster

Correspondence

- City of Lancaster Board of Zoning Appeals, Notice of April 14, 2025, 2:00 p.m., Public Hearing, BZA Case #750 and BZA Case #754

Ms. Cordle added that the BZA cases noticed to the county were evaluated and no issues were noted.

Updates from Elected Officials and Department Heads

Ms. Drake stated that the Soil & Water Conservation District dispersed \$190,000 to farmers for the losses they experienced during the 2024 drought. This money was received from the State of Ohio.

Ms. Mattei stated RPC is continuing to work with local communities on their zoning plans.

Engineer Upp stated his team is working on bridge inspections and the cleaning of road debris ahead of the construction season.

Mr. Burgei stated the Auditor's Office issued a series of fact sheets and have been working on implementing new systems. He added that the new lot split application is running and thanked Ms. Mattei, Mr. Vogel, and Recorder McKenzie for their assistance with the new application. He introduced Clayton Finley as the newest member to the map room team.

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Mr. Finley stated he had just completed the NACo Leadership Training and thanked the Commissioners for the opportunity to go through the course. He stated that during the course he was able to highlight the Auditor's Strategic Plan, and many entities have asked for additional information about it.

Mr. Vogel spoke about the previous lot-split program and how the new application is much easier for the public and for internal departments.

Engineer Upp added that it makes a huge difference for people trying to split their lots.

Mr. Szabrak stated that Representative LaRe passed funding through the House that would assist the Workforce Center.

Mr. Kochis provided a picture of the work being done in the office area of the Workforce Center and added that he is excited to be starting on the project.

Mr. Clark spoke about JFS's assistance with a senior citizen who had an attempted fraud incident. The Protective Services Case Worker talked her out of falling for the scam and the bank involved was also appreciative.

Mr. Porter stated the dog shelter is full and there are currently 7 puppies. If your family wants a puppy, please look at the shelter. Inflation has added to the population at the dog shelter. It is an economic situation, and it is being managed.

Old Business

Commissioner Levacy thanked EMA and first responders for all they do during bad weather events.

New Business

None.

Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Assistant Prosecuting Attorney, Amy Brown-Thompson; Utilities Director, Tony Vogel; GIS & REA Director, Dave Burgei; Map Room Technician, Clayton Finley; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; FCFC Manager, Tiffany Wilson; Deputy JFS Director, Heather O'Keefe; Deputy HR Director, Abby Watson; Interim RPC Director, Holly Mattei; District Urban Technician, Chad Lucht; Soil and Water Manager, Nikki Drake; JFS HR Officer, Ashley Fahner; JFS HR Officer, Brittney Ritenour; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Chris Snider, and Samantha Meadows.

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Virtual attendees: Lori Lovas, Beth Cottrell, Jerry Starner, Michelle Carper, Shelby Hunt, Jennifer Effinger, Nicole Schultz, James Bahnsen, Greg Forquer, BGM, Jessica Murphy, Park Russell, Leighann Adams, Deborah, Lori Hawk, Jared Collins, Baylie Blevins, Shannon, Vince Carpico, Stacy Hicks, Jeff Barron, Randy Carter, Jennifer Morgan, Jeanie Wears, Alex Lape, Joe Ebel, Ashley Arter, Stacy Knight, Josh Horacek, and Brian Wolfe.

Announcements

There were no additional announcements.

Approval of Minutes for April 1, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, April 1, 2025, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Commissioners

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

2025-04.08.a A Resolution Authorizing the Approval of a Proclamation

Commissioner Fix read the proclamation and presented it to Commissioner Levacy as a resident and former President of the Village of Millersport Council.

Commissioner Levacy provided some of the history of the canal and the many immigrants who helped to build and operate the canal that led to the settlement of the Village of Millersport.

2025-04.08.b A Resolution in Support of State Issue 2, Renewal of the State Capital Improvement Program, on the May 6 Statewide Ballot

2025-04.08.c A resolution to approve a memo transaction for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Board of Developmental Disabilities

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

2025-04.08.d A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060

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2025-04.08.e A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060

Roll call vote of the motion resulted as follows:

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

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

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

2025-04.08.f A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Clerk of Courts Legal; Fund #2318, Computer Fund

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

2025-04.08.g A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2580 for subdivision inspections of various subdivisions

2025-04.08.h A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses

2025-04.08.i A Resolution to Approve an LPA Federal Project Agreement with ODOT for the HOC-44 Bridge Rehabilitation Project

2025-04.08.j A Resolution to Approve Advertising for the 2025 Crack Seal Project

2025-04.08.k A resolution of increase appropriations, appropriate from unappropriated, account to account and fund to fund transfer for PLE-32 and PLE-33 Bridge Replacements Project

Engineer Upp stated the resolutions would allow his office to work on the lift station at Buckeye Lake, replace and repair bridges, and work on crack sealing of roads.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Facilities

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

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2025-04.08.l A Resolution Authorizing the Approval of Addendum 4 and Addendum 2 to Lease Agreements with the Ohio Department of Public Safety

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2025-04.08.m A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

2025-04.08.n A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

2025-04.08.o A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

2025-04.08.p A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

2025-04.08.q A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

2025-04.08.r A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Regional Planning Commission

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

2025-04.08.s A resolution to approve Final Acceptance of the Chesapeake, Milnor Road Improvements Subdivision

2025-04.08.t A resolution to approve Conditional Acceptance of Pine Hill Estates, Section 2 Subdivision

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Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Sheriff

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

2025-04.08.u A resolution to approve the purchasing of a gun by a retiring officer

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2025-04.08.v 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: David Levacy, Steve Davis, and Jeff Fix

Adjournment

Commissioner Davis stated that he will be out of the office on June 3 and June 17, 2025.

Commissioners Fix and Levacy stated they had no conflicts on those dates and would attend the Commission meetings.

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:01 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 1:00 p.m. on Tuesday, April 15, 2025, Alley Park, 2805 Old Logan Rd. SE, Lancaster, OH.

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Fairfield County Commissioners' Office
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Motion by: David Levacy

Seconded by: Steve Davis


that the April 8, 2025, minutes were approved by the following vote:

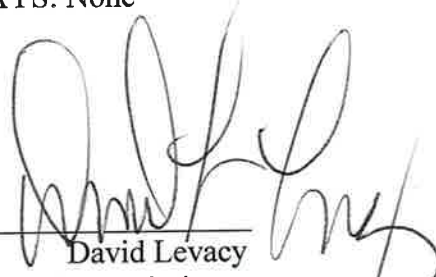
YEAS: David Levacy, Steve Davis, and Jeff Fix
ABSTENTIONS:

NAYS: None

*Approved on April 15, 2025


Jeff Fix
Commissioner


Steve Davis
Commissioner


David Levacy
Commissioner


Rochelle Menningen, Clerk



REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners:

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

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

Tuesday, April 8, 2025
9:00 a.m.

1. Review

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

2. Welcome**3. Introduction of New Employee**

Brittney Ritenour, JFS HR Officer

4. IT Update

Daniel Neeley, IT Director

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. Calendar Review/ Invitations Received
 - i. OCCO Legislative Reception, April 8, 2025, 5:00 p.m., Statehouse Atrium, 1 Capitol Sq., Columbus
 - ii. Child Abuse Prevention Month Breakfast, April 9, 2025, 8:00 a.m., Life Church Vineyard, 5550 Lancaster-Newark Rd. NE, Pleasantville
 - iii. Fairfield County 4-H Achievement Awards Program, April 10, 2025, 7:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster
 - iv. 2025 Local Civics Bee Competition, April 9, 2025, 10:00 a.m., Ohio University Lancaster, 1570 Granville Pike, Lancaster
 - v. CCAO Regional Legislative Briefing, April 21, 2025, 12:00 p.m., The Granville Inn, 314 Broadway E., Granville

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



REVIEW AGENDA

BOARD OF COMMISSIONERS

Commissioners:

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

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

vi. Pickerington Public Library Community Leaders' Luncheon,
April 28, 2025, 11:00 a.m., Grace Fellowship Church, The Studio,
1449 Refugee Rd., Pickerington

vii. Unveiling of The Link, April 29, 2025, 3:30 p.m., Fairfield
County Job & Family Services, Wheeling St. Entrance,
239 W. Main St., Lancaster

e. Correspondence

i. City of Lancaster Board of Zoning Appeals, Notice of April 14, 2025,
2:00 p.m., Public Hearing, BZA Case #750 and BZA Case #754

8. Updates from Elected Officials and Department Heads

9. Old Business

10. New Business

11. Regular (Voting) Meeting

12. Adjourn

13. Investment Advisory Committee, 10:00 a.m.

14. Land Bank Meeting, 10:30 a.m.

SERVE • CONNECT • PROTECT

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1 2025 – American Rescue Plan Fiscal Recovery Funds, as of 3.31.2025.

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

\$30,606,902.00 has been appropriated, \$27,578,110.58 expended, \$2,864,173.16 encumbered or obligated.

Project/Category		As of 3/31/25 Appropriations	As of 3/31/25 Expenditure	As of 3/31/25 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,422,579.58	3,480.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,346,402.21	3,480.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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Project/Category		As of 3/31/25 Appropriations	As of 3/31/25 Expenditure	As of 3/31/25 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	800,564.01	2,199,435.99
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	4,226,722.73	2,199,435.99
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00

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Project/Category		As of 3/31/25 Appropriations	As of 3/31/25 Expenditure	As of 3/31/25 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,448,140.26	313,695.59
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	731,947.53	102,052.47
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	6,755,852.63	415,748.06
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1 2025 – American Rescue Plan Fiscal Recovery Funds, as of 3.31.2025.

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

\$30,606,902.00 has been appropriated, \$27,578,110.58 expended, \$2,864,173.16 encumbered or obligated.

Project/Category		As of 3/31/25 Appropriations	As of 3/31/25 Expenditure	As of 3/31/25 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,208,277.92	136,250.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	431,430.94	23,231.06
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	48,000.00	4,433.00
R61t	County Radios	61,537.50	0.00	61,537.50
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	0.00	20,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000.00	9,754,490.89	245,509.11

Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1 2025 – American Rescue Plan Fiscal Recovery Funds, as of 3.31.2025.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$30,606,902.00** has been **appropriated**, **\$27,578,110.58** expended, **\$2,864,173.16** encumbered or obligated.

Project/Category		As of 3/31/25 Appropriations	As of 3/31/25 Expenditure	As of 3/31/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	427,180.40	0.00
Subtotal Administration		591,798.66	427,180.40	0.00
Grand Total		\$30,606,902.00	\$27,578,110.58	\$2,864,173.16

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
MARCH 31, 2025 TO April 06, 2025

Fairfield County Commissioners

- AA.04.01-2025.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.04.01-2025.d 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 \$77,250 per invoice. [Commissioners]

Fairfield County Human Resources

- AA.04.01-2025.c An administrative approval to approve a probationary removal for Fairfield County. [Fairfield County Human Resources]

Fairfield County Sheriff

- AA.03.31-2025.a An Administrative Approval authorizing Change Order Number One between the Fairfield County Sheriff's Office and The Chillicothe Telephone Company (Horizon/Glo Fiber) [Sheriff]

Fairfield County Utilities Department

- AA.04.01-2025.b An administrative approval of a bank transfer for the County Utilities Department [Utilities]



The 2025 Local Civics Bee Competition is here!

Join the Lancaster Fairfield County Chamber of Commerce for this year's event on Wednesday, April 9 at Ohio University Lancaster.

20 students will test their Civics knowledge while competing for the chance to win cash prizes up to \$500 and the title of Local Civics Bee Champion!

When:

Wednesday, April 9

10 a.m.

Where:

Ohio University Lancaster

1570 Granville Pike

Free To Attend!

Registrations close Tuesday, April 8 at Noon

Participating Students:

Elizabeth Bennett

General Sherman Junior High

Tyler Mastnick

Thomas Ewing Junior High

Addyson Blind

Thomas Ewing Junior High

Cora Bowers

General Sherman Junior High

Lacey Bunker

General Sherman Junior High

Allen Dick

General Sherman Junior High

Liam Griffith

General Sherman Junior High

Amayah Inboden

General Sherman Junior High

Aarit Koul

Jackson Memorial Middle School

Paetyn Lash

General Sherman Junior High

Amelia Marshall

General Sherman Junior High

Rylee Meyer

Rushville Middle School

Olivia Ploof

Thomas Ewing Junior High

Sabeeh Qureshi

Jackson Memorial Middle School

Nathan Schwendeman

General Sherman Junior High

Riley Shafer

Thomas Ewing Junior High

Sandor Vegh

General Sherman Junior High

Peyton Wall

General Sherman Junior High

Hazel Warino

General Sherman Junior High

Henry Whiteley

Thomas Ewing Junior High

About The National Civics Bee - Local Competition

Students in grades 6, 7 and 8 submitted essays (600 to 750 words) describing issues in their communities while providing potential solutions. Once submissions were collected, volunteers reviewed each essay with the top-20 advancing to the Live Event.

Each of the 20 students will participate in two multiple-choice quiz rounds to test their knowledge of civics education - from topics in U.S. history to understanding governmental functions. The top-20 students will also received gift bags with items from local businesses in Lancaster and Fairfield County.

After the quiz rounds, the top-five students will advance to the final round to present their essay topics to a panel of local judges. The top three participants will receive cash prizes from the U.S. Chamber of Commerce Foundation while each of the top five finalists will advance to the State Civics Bee in the summer of 2025.

The National Civics Bee is presented by the Lancaster Fairfield County Chamber of Commerce, with support from the U.S. Chamber of Commerce Foundation.



STRONGER COUNTIES. STRONGER OHIO.

209 East State Street, Columbus, Ohio 43215-4309

Phone: 614-221-5627 • Fax: 614-221-6986

Toll Free: 888-757-1904 • www.ccao.org

Cheryl Subler, Executive Director

To: County Commissioners in Coshocton, Delaware, Fairfield, Holmes, Knox, Licking, & Perry counties

Re: Regional Legislative Briefing on April 21st

From: CCAO Policy Team

CCAO will hold a regional legislative briefing on April 21st at 12:00 p.m. located at the Granville Inn. We will be inviting Senators Brenner & Schaffer along with Representatives Lear, Hiner, Lorenz, Miller, Claggett, and LaRe.

We hope you will make every effort to attend and take advantage of this opportunity to talk to your General Assembly members about CCAO's legislative priorities and the current biennial budget process. CCAO policy staff will also attend the meeting. A link to CCAO's legislative platform and the shorter handout that summarizes the priorities can be viewed at: [2025-2026 Legislative Platform](#) / [CCAO Budget Priority Card](#).

Granville Inn is located at 314 Broadway E, Granville, OH 43023. This meeting will take place over lunch. Let the receptionist know that you are there for the CCAO meeting, and they will help you to the correct room.

Please RSVP to Karla Dunbar, kdunbar@ccao.org or 614-221-5627 by Monday, April 14th.

We look forward to seeing you there!

You're Invited

Community Leaders Luncheon

Library Facilities Master Plan



We are delighted to invite you to a special **Community Leaders' Luncheon** to discuss an exciting new project—the expansion of **Pickerington Public Library** with the construction of an additional state-of-the-art library location.

As a prominent leader in our community, your insights and perspectives are invaluable to the success of this initiative. This is an opportunity for you to contribute to the vision, design, and services that will impact generations to come.

We are eager to hear your thoughts. Please **RSVP by Friday, April 18**. We look forward to your participation and appreciate your continued leadership in our community.

Warm regards,
Tony Howard, Director
Pickerington Public Library



Monday, April 28

11:00 a.m. - 12:30 p.m.

Grace Fellowship Church - The Studio

1449 Refugee Rd.

Pickerington, OH 43147

RSVP



Inspiring Learning • Connecting Community • Enriching Our World • Fostering a Love of Reading



**Join Fairfield County
Transit for the unveiling
of The LINK!**

It's your chance to see the new
look of Fairfield County Transit!

April 29 • 3:30 p.m.

Fairfield County Job & Family Services
(Wheeling St. Entrance)

239 W. Main Street
Lancaster, OH 43130



CITY OF LANCASTER
BOARD OF ZONING APPEALS
104 East Main Street
Lancaster, Ohio 43130
740-681-5017

LEGAL AD

Notice is hereby given that on **April 14, 2025, at 2:00 PM**, in the 1897 Room on the second floor of City Hall, 104 East Main St., the City of Lancaster Zoning Board of Appeals will hold a public hearing on the following request(s):

BZA Case # 750

Mr. Joshua Tincher has applied for an area variance for his property located at 354 Kemper Avenue, parcel # 0534061400, Kempers 3rd Sub of Res C & D Baldwin Hgts Add Lot 5. The property is currently zoned R-MD, Residential Medium Density district. Mr. Tincher wishes to install a shed five feet from both the side and rear property lines. LCO § 1147.02 requires a minimum setback of 20' for accessory structures from an alleyway.

BZA Case # 751

Mr. Patrick O'Neill, mailing address PO Box 2452, Blasdel, New York, has applied for a Special Exception and an Area Variance for his property located at 500 North Maple Street, parcel # 0533053200, Maple Street Add Lot 70W Church. The property is currently zoned RT – Residential Transitional district. Mr. O'Neill is applying on behalf of Mr. Harmandeep Singh of 15809 Eastpark Drive, Noblesville, Indiana, who wishes to purchase the property and to open a convenience store. LCO § 1125.02 requires that a Special Exception be granted for Residential – Retail uses in RT districts. LCO § 1143.11, table 3 requires a minimum of 5 off-street parking spaces for the property.

BZA Case # 752

Mr. Byron Summers of 614 Pine Street has applied for a Special Exception and an Area Variance for BMS Computer Works, located at 872 East Wheeling Street, parcel # 0536100900, Lewis C Mithoffs 2nd Add Block 3 Lot 2. The property is currently zoned RT – Residential Transitional district. Mr. Summers wishes to operate a retail store and to install a 15 square foot, double face pylon sign. LCO §



CITY OF LANCASTER
BOARD OF ZONING APPEALS
104 East Main Street
Lancaster, Ohio 43130
740-681-5017

1125.02 requires a Special Exception for Residential Retail uses in RT districts, and LCO § 1145.10 prohibits pylon signs in RT districts.

BZA Case # 753

Mr. Joe Gray has applied on behalf of Gray Guy Group of 752 North State Street, Westerville, Ohio for a Special Exception and an Area Variance for 401 Washington Avenue, parcel # 0531035410, Pioneer Add PT Lot 318-319S. The property is currently zoned RT – Residential Transitional district. Mr. Gray wishes to operate an office and counseling center on the property. LCO § 1125.02 requires that a Special Exception be granted for Residential – Office, Medical uses in RT districts. LCO § 1143.11, table 3 requires a minimum of 5 off-street parking spaces for the property.

BZA Case # 754

Mr. Joe Holbrook has applied for two Special Exceptions and five Area Variances for OX-B's restaurant, located at 1732 East Main Street, parcel # 0535006800, R 18 T 14 S 5 SE -18- 15.73A HWY EASE .96A. The parcel is currently zoned CG – Commercial General district. LCO § 1125.03 requires that a Special Exception be granted for automobile-oriented uses and for outdoor seating areas. LCO § 1143.12 requires a minimum of eight stacking spaces for drive-thru lanes, LCO § 1145.03 prohibits roof-mounted signs, LCO § 1145.06, Table 2 limits the maximum amount of signage to 2 square feet per 1 linear foot of building wall, LCO § 1145.06 restricts the maximum number of wall signs to one per public road frontage, and LCO § 1145.13, Table 7 limits the total amount of signage on the parcel to 500 square feet.

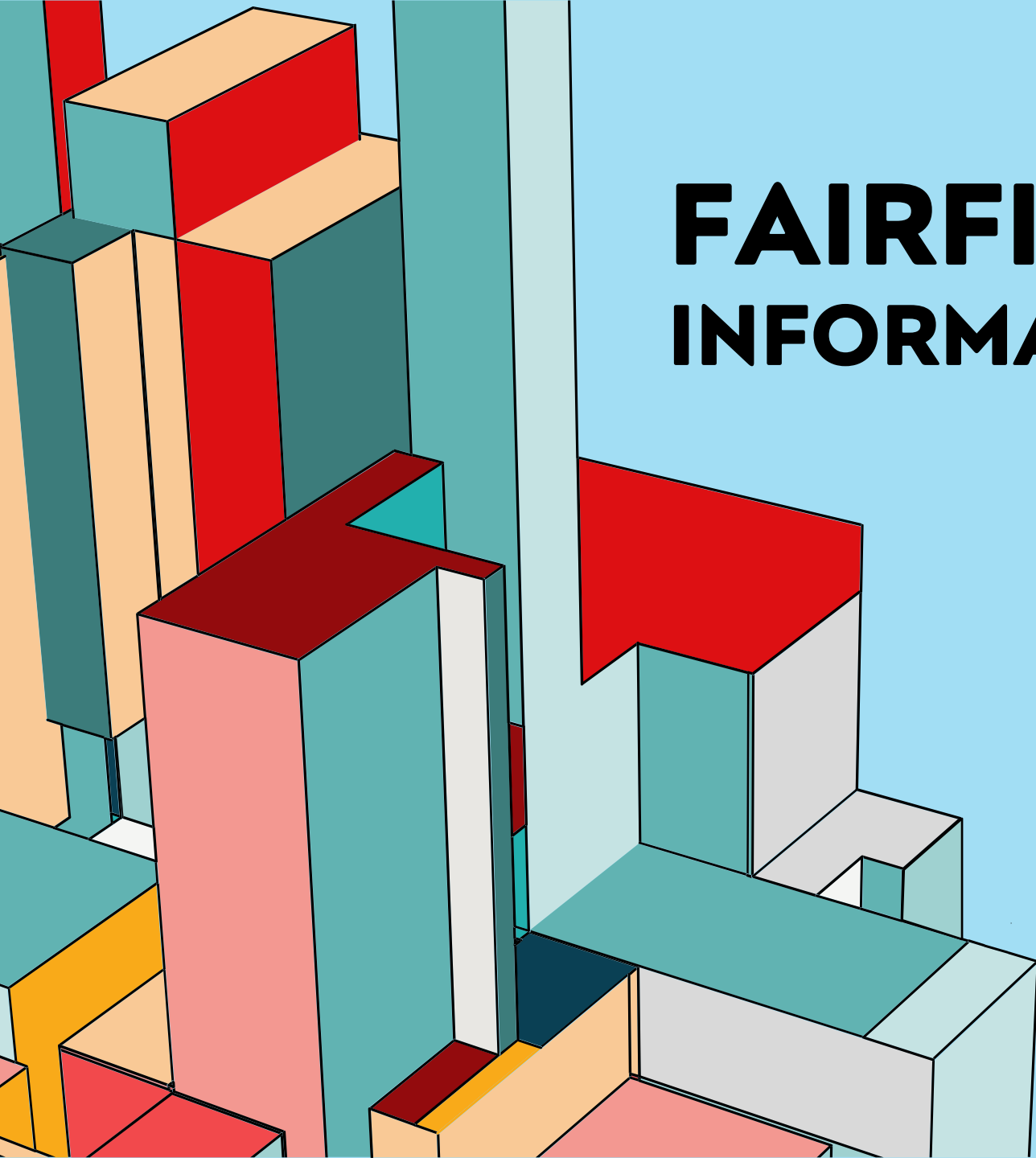
Respectfully submitted,

Andrew Lundell - Zoning Inspector

04/01/2025

Date

FAIRFIELD COUNTY INFORMATION TECHNOLOGY



LET'S RUN THE BASES

- On Deck Circle – New county locations and major capital projects
- 1st Base – IT Staff and partnerships
- 2nd Base – Windows 11 upgrade
- 3rd Base – Security and Disaster Recovery Initiatives
- Home Plate – Access Control / Security Camera Solution



NEW LOCATION & CAPITAL PROJECTS



DEPARTMENT STAFF, SCOPE & PARTNERSHIPS



3 or more yrs. - Brian Plummer, Jimmie Gordon, Michael Scamyhorn, Ruchie Rice



2-2^{1/2} yrs. - Alex Johnson and Greg Irvine



2025 hires Donna Mitchell and Davin Fertig



Around 1300 user accounts with over 1000 managed endpoint devices (Desktop/Laptop/Mobile) and just shy of 200 servers



Strategic Partnerships with technology providers, a force multiplier



WINDOWS 11

October 2025 deadline and well positioned

CYBERSECURITY

The more you know, the more you know! The journey into managed detection and response.





DISASTER RECOVERY

Multi-faceted approach

SECURITY CAMERAS & ACCESS CONTROL

Project to migrate security cameras into a new cloud based system

Badge readers at each access controlled door replaced with newer technology

Item	Qty	Type
Security Cameras Migrated	280	camera
Camera View Access Created	127	user
Door readers replaced	292	reader

7TH INNING STRETCH

- Departmental IT/Technical staff - thank you
- Primary applications to the cloud - ERP, Time&Attendance, Courts related, PublicSafety, HR
- Surveys "Overall satisfied with support from IT Department" **90%**
- Hardware costs impact - calls with our vendors



Questions?

Thoughts?

Considerations?



THANK YOU

Daniel Neeley

IT Director



REGULAR AGENDA #15 - 2025
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
APRIL 08, 2025

AGENDA FOR TUESDAY, APRIL 08, 2025

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for April 1, 2025
- Commissioners
- 2025-04.08.a A Resolution Authorizing the Approval of a Proclamation [Commissioners]
- 2025-04.08.b A Resolution in Support of State Issue 2, Renewal of the State Capital
Improvement Program, on the May 6 Statewide Ballot [Commissioners]
- 2025-04.08.c A resolution to approve a memo transactions for interest allocation
reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield
County Port Authority – Fund #7012, #7321, #7308, & #7865. [Commissioners]
- Fairfield County Board of Developmental Disabilities
- 2025-04.08.d A resolution to approve a reimbursement for share of costs for Ethernet
Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County
Board of Developmental Disabilities [Board of Developmental Disabilities]
- 2025-04.08.e A resolution to approve a memo exp./ memo receipt for the cost of
transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo
expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities
[Board of Developmental Disabilities]
- Fairfield County Clerk of Courts- Legal Division
- 2025-04.08.f A Resolution to Appropriate from Unappropriated in a Major Expenditure
Object Category for Clerk of Courts Legal; Fund #2318, Computer Fund [Clerk of
Courts- Legal]
- Fairfield County Engineer
- 2025-04.08.g A resolution to request for appropriations for additional unanticipated
receipts of Memo receipts and memo expenses for fund 2580 for subdivision
inspections of various subdivisions [Engineer]
- 2025-04.08.h A resolution to appropriate from unappropriated in a major expenditure
object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane
expenses [Engineer]

2025-04.08.i	A Resolution to Approve an LPA Federal Project Agreement with ODOT for the HOC-44 Bridge Rehabilitation Project. [Engineer]
2025-04.08.j	A Resolution to Approve Advertising for the 2025 Crack Seal Project. [Engineer]
2025-04.08.k	A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for PLE-32 and PLE-33 Bridge Replacements Project [Engineer] Fairfield County Facilities
2025-04.08.l	A Resolution Authorizing the Approval of Addendum 4 and Addendum 2 to Lease Agreements with the Ohio Department of Public Safety [Facilities] Fairfield County Job and Family Services
2025-04.08.m	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018 [JFS]
2025-04.08.n	A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]
2025-04.08.o	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund [JFS]
2025-04.08.p	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund [JFS]
2025-04.08.q	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund [JFS]
2025-04.08.r	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund [JFS] Fairfield County Regional Planning Commission
2025-04.08.s	A resolution to approve Final Acceptance of the Chesapeake, Milnor Road Improvements Subdivision [Regional Planning Commission]
2025-04.08.t	A resolution to approve Conditional Acceptance of Pine Hill Estates, Section 2 Subdivision [Regional Planning Commission] Fairfield County Sheriff
2025-04.08.u	A resolution to approve the purchasing of a gun by a retiring officer [Sheriff] Payment of Bills
2025-04.08.v	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 April 15, 2025, 1:00 p.m., Alley Park, 2805 Old Logan Rd. SE, Lancaster

Adjourn

Regular Meeting #14 - 2025
Fairfield County Commissioners' Office
April 1, 2025

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; Auditor, Dr. Carri Brown; Health Commissioner, Joe Ebel; Clerk of Courts, Branden Meyer; Treasurer, Jim Bahnsen; Budget Officer, Staci Knisley; FCFC Manager, Tiffany Wilson; Assistant Prosecuting Attorney, Amy Brown-Thompson; Account Clerk, Emylee Gussler; Payroll Clerk, Chirstina Foster; Planner, Josh Hillberry; Human Resources Assistant, Lori Hawk; Service Desk Supervisor, Jimmie Gordon; Public Information Specialist, Donna Stalter; Economic & Workforce Development Director, Rick Szabrak; Engineer, Jeremiah Upp; Sheriff's Deputy, Kevin Romine; Urban Specialist, Chad Lucht; Workforce Clerical Specialist, Jenny Sturgeon; Also in attendance: Sherry Pymmer, Ray Stemen, Garrett Davis, Jane Harf, Melissa Dever, Stephanie Taylor, Tina Anderson, Samantha Meadows, and Jerry Starner.

Virtual attendees: Lori Hawk, Charlie Schindler, Tony Vogel, Jennifer Morgan, Park Russell, Beth Cottrell, Baylie Blevins, Steven Darnell, Lori Lovas, Chris, Ashley Arter, Nicole Schultz, Belinda Nebbergall, Rachel Elsea, Vince Carpico, Shelby Hunt, Jessica Murphy, Jeanie Wears, Stacy Hicks, Jeff Barron, Britney Lee, BGM, Greg Forquer, Alex Lape, Michael Kaper, Deborah, Josh Horacek, Andrea Spires, and Jason Grubb.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Introduction of the Fairfield County United Way Chief Executive Officer, Melissa Dever

Commissioner Davis spoke about the selection process for the new United Way Chief Executive Officer, Melissa Dever. He stated there were many excellent candidates for the position and he is excited that Ms. Dever was selected.

Ms. Dever spoke about her years of experience fundraising for non-profit agencies and in several capacities as a social worker. She stated that she is very excited to be working with the many agencies in Fairfield County and with the team at United Way.

The Commissioners welcomed Ms. Dever and stated that they were excited to see what was to come for the Fairfield County United Way.

Listen & Learn, Health Update

Joe Ebel, Health Commissioner, provided an update on the Fairfield County Health Department. He summarized the Health Department's vision and highlighted activities from 2024 such as community outreach and grant monies awarded. The department received over \$1.8 million in grants in 2024, and the money was used for programs that keep kids safe and healthy, drug prevention, and several public health initiatives. The department has many plans for 2025 such as the addition of a case management and referral professional.

Regular Meeting #14 - 2025
Fairfield County Commissioners' Office
April 1, 2025

Commissioner Levacy spoke about the improvements in the County's Health Department since the addition of Mr. Ebel.

Public Comments

Ray Stemen of Lancaster offered a prayer for the leadership of the county.

Legal Update

Amy Brown-Thompson spoke about a new contract routing form due to O.R.C. 307.901 that will be effective April 9, 2025.

County Administration Update

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

April is National County Government Month (NCGM)

National County Government Month is a great opportunity to highlight the role that counties play in serving our residents and all Ohioans. Throughout April we will highlight some of the essential services that county government provides.

Ohio Public Works Programs

On May 6th voters will have the opportunity to vote on the renewal of the Ohio Public Works Program. This program funds essential infrastructure programs in Ohio communities. This past December, the Ohio Senate started the process to continue a program that has been previously renewed three times, by adopting House Joint Resolution 8. Nearly 19,000 projects have been funded in every one of Ohio's 88 counties. In Fairfield County, the program has funded bridge replacements, street, culvert and drainage improvements, waterline replacements, and much more.

Engineer Upp stated that the program provides money that allows for jobs to be completed more efficiently. It is a renewal levy and not an increase.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 27 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- There are 17 financial resolutions on today's agenda. Eight of which are to appropriate unappropriated funds. The other ten are for second quarter allocations,

Regular Meeting #14 - 2025
Fairfield County Commissioners' Office
April 1, 2025

account-to-account transfers, memo receipts, and for the approval of the payment of bills.

- The Engineer's Office has two resolutions for the Pickerington Road Bridge Replacement Project. One approves the contract with J&J Bridge Co., Inc, for the replacement of the bridge, and the other approves the Notice to Commence. The Engineer's Office also has a resolution to approve changing load ratings for bridges.

Engineer Upp stated that his office watches for new requirements each year.

- Facilities has a resolution to approve the bid award to Gutknecht Construction for the medical lab space at the Workforce Center.

Mr. Kochis stated the resolution is for the next phase of improvements at the Workforce Center. Construction should start next week and finish by October.

Mr. Szabrak thanked Facilities for working diligently to get the project started.

- And, JFS has six resolutions for the approvals of service agreements with JFS, Child Protective Services, for network placements.

Budget Review

- Budget Director, Bart Hampson, stated the 2026 budget season opens today. There are no surprises in parameters. Elected Officials and Department heads will receive an invitation to set up budget meetings to begin discussions.

Calendar Review/Invitations Received

- *The Calendar and Correspondence reviews were provided by Ms. Menningen.*

Informational Items

- Regional Planning Commission Meeting, April 1, 2025, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster

Correspondence

- Lancaster Eagle Gazette, March 26, 2025, Jeff Barron, "Fairfield County Commissioner Dave Levacy Wants to Start a Local Veterans Hall of Fame"
- Letter from the Office of the Prosecuting Attorney, R. Kyle Witt, March 26, 2025, Regarding 2026 Appropriations for Compensation of Elected Officials
- Correspondence Regarding Industrial Solar Projects

Regular Meeting #14 - 2025
Fairfield County Commissioners' Office
April 1, 2025

Updates from Elected Officials and Department Heads

Treasurer Bahnsen is looking for another provider for some of his processes.

Engineer Upp's department is finishing up winter projects and has been picking up roadway litter. They are getting work lined up for culverts.

Auditor Brown continues to explore artificial intelligence. She also reported that the PAFR received an award for excellence. Her office has issued fact sheets for property tax levies which are on the May ballot. The April Map of the Month shows historic and new walking and bike trails in Fairfield County.

Mr. Szabrak stated Hicks Partners is holding a non-profit grant workshop which already has 30 registrations. He thanked Jenny Sturgeon for being the face of the Workforce Center.

Mr. Kochis stated the entrance for the Workforce Center will change. He also mentioned that there will be lots of rain this week which could cause some flooding.

Mr. Clark stated the Child Abuse Prevention Breakfast will be next week at Life Church in Pleasantville.

Old Business

Commissioner Davis met with a transit coordinator from the Uber Company to see how they could be helpful in Fairfield County. They will conduct a high level analysis of the county's transit needs.

Commissioner Levacy attended the Celebration of Possibilities and thinks it was an exceptional event.

Commissioner Fix also attended the Celebration of Possibilities and added that it is inspiring when people are recognized for their work. He also participated in a Township Association meeting. The county's townships are engaged in managing the growth that is coming to the area.

New Business

Commissioner Fix spoke about upcoming CCAO meetings which would include county and state officials.

Regular Meeting #14 - 2025
Fairfield County Commissioners' Office
April 1, 2025

Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; Auditor, Dr. Carri Brown; Health Commissioner, Joe Ebel; Clerk of Courts, Branden Meyer; Treasurer, Jim Bahnsen; Budget Officer, Staci Knisley; FCFC Manager, Tiffany Wilson; Assistant Prosecuting Attorney, Amy Brown-Thompson; Account Clerk, Emylee Gussler; Payroll Clerk, Chirstina Foster; Planner, Josh Hillberry; Human Resources Assistant, Lori Hawk; Service Desk Supervisor, Jimmie Gordon; Public Information Specialist, Donna Stalter; Economic & Workforce Development Director, Rick Szabrak; Engineer, Jeremiah Upp; Sheriff's Deputy, Kevin Romine; Urban Specialist, Chad Lucht; Workforce Clerical Specialist, Jenny Sturgeon; Also in attendance: Sherry Pymer, Ray Stemen, Garrett Davis, Jane Harf, Melissa Dever, Stephanie Taylor, Tina Anderson, Samantha Meadows, and Jerry Starner.

Virtual attendees: Lori Hawk, Charlie Schindler, Tony Vogel, Jennifer Morgan, Park Russell, Beth Cottrell, Baylie Blevins, Steven Darnell, Lori Lovas, Chris, Ashley Arter, Nicole Schultz, Belinda Nebbergall, Rachel Elsea, Vince Carpico, Shelby Hunt, Jessica Murphy, Jeanie Wears, Stacy Hicks, Jeff Barron, Britney Lee, BGM, Greg Forquer, Alex Lape, Michael Kaper, Deborah, Josh Horacek, Andrea Spires, and Jason Grubb.

Announcements

None.

Approval of Minutes for March 25, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, March 25, 2025, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Commissioners

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

- | | |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2025-04.01.a | A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 2nd Quarter 2025 Allocation |
| 2025-04.01.b | A resolution approving an account to account transfer in a major object expense category for the FY2022 CDBG Grant |
| 2025-04.01.c | A Resolution Authorizing a Fund-to-Fund Transfer to the Fairfield County Family and Children First Council for the Multi-Youth Committee Second Payment for the 2025 Allocation |

Regular Meeting #14 - 2025
Fairfield County Commissioners' Office
April 1, 2025

2025-04.01.d A Resolution Authorizing a Fund-to-Fund Transfer for the Second Quarter
2025 Allocation for the Multi County Juvenile Detention Center

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Clerk of Courts – Legal Division

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

2025-04.01.e A Resolution Approving an Account-to-Account Transfer into a Major
Expenditure Object Category –1110

2025-04.01.f A Resolution to Appropriate from Unappropriated in a Major Expenditure
Object Category for Clerk of Courts Legal; Fund # 2318, Computer Fund

Roll call vote of the motion resulted as follows:

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

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

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Court of Common Pleas:

2025-04.01.g A Resolution to Appropriate from Unappropriated in a Major Expenditure
Object Category for Adult Probation; Fund # 2365, County Probation

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

2025-04.01.h A resolution to appropriate from unappropriated in a major expenditure
object category County Engineer 2024-Motor Vehicle for other services

2025-04.01.i A resolution to appropriate from unappropriated in a major expenditure
object category County Engineer 2024-Motor Vehicle for contractual
services

2025-04.01.j A resolution to approve a memo expense for W. Buckeye Lake/Ballard
Lane expenses - Fairfield County Commissioners

2025-04.01.k A resolution to appropriate from unappropriated in a major expenditure
object category County Engineer 2024-Motor Vehicle for software

Regular Meeting #14 - 2025
Fairfield County Commissioners' Office
April 1, 2025

- 2025-04.01.l A Resolution to Approve the Contract with J&J Bridge Co., Inc. for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project
- 2025-04.01.m A Resolution to Approve the Notice to Commence for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project
- 2025-04.01.n A Resolution to Change Bridge Load Ratings

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Facilities

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

- 2025-04.01.o A Resolution Accepting the Bids and Authorizing the Approval Bid Award

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

- 2025-04.01.p A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services
- 2025-04.01.q A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Healing Pathways Transitional Homes, Inc.
- 2025-04.01.r A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Just Like Us Enrichment Agency Inc.
- 2025-04.01.s A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and NECCO Inc.
- 2025-04.01.t A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and ENA Inc.
- 2025-04.01.u A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and The Village Network

**Regular Meeting #14 - 2025
Fairfield County Commissioners' Office
April 1, 2025**

2025-04.01.v A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Ohio Guidestone

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Juvenile/Probate Court

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Juvenile/Probate Court:

2025-04.01.w A Resolution Authorizing the Second Amendment to the FY25 Grant Agreement with the Ohio Department of Youth Services

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Sheriff

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

2025-04.01.x A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2711, Continuous Professional Training

2025-04.01.y A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2503, Police Revolving

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Utilities

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

2025-04.01.z A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund 5044 Sewer & Fund 5046 Water

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2025-04.01.aa A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval

A Resolution Authorizing the Approval of a Proclamation

WHEREAS, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people, organizations, and occasions; and

WHEREAS, the Commissioners have reviewed and approved the attached proclamation.

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

Section 1. That the Board of Commissioners approves the attached Proclamation of Recognition.

Prepared by: Rochelle Menningen

Fairfield County Board of Commissioners

A Proclamation Recognizing The Village of Millersport on its Bicentennial

WHEREAS, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people and communities of outstanding achievement and significance; and

WHEREAS, the Village of Millersport is celebrating its two-hundredth anniversary; and

WHEREAS, in 1825, the same year that the digging of the Ohio-Erie Canal began, an early planner by the name of Mathias Miller settled in the area outside of the then prosperous town of Monticello; and

WHEREAS, Mr. Miller had the idea to build a wharf along the side of the canal in the area just north of the entrance to the deepest part of the canal. This port for canal boats became known as Millersport; and

WHEREAS, canal trade increased, and Millersport flourished and at its peak, as many as 3,000 canal boats utilized the canal each year; and

WHEREAS, the town of Monticello ceased to exist due to its location on high ground; and the canal was abandoned due to the insurgence of the railroad system and a major damaging flood in 1914; yet the Village of Millersport remained a treasured home to many.

NOW THEREFORE, the Board of Commissioners do hereby formally declare its respect for and recognition of:

The Village of Millersport and its Celebration of its Bicentennial

The Board of Commissioners call upon everyone in Fairfield County to recognize the two hundredth anniversary of the Village of Millersport and participate in their bicentennial festivities.

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 8th day of April in the Year of Our Lord, Two Thousand Twenty-Five.




Jeffrey M. Fix
Commissioner


Steven A. Davis
Commissioner


David L. Levacy
Commissioner

Resolution No. 2025-04.08.a

A Resolution Authorizing the Approval of a Proclamation

(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 in Support of State Issue 2, Renewal of the State Capital Improvement Program, on the May 6 Statewide Ballot

WHEREAS, the State Capital Improvement Program is a state-local government partnership program that funds local infrastructure projects in communities across Ohio; and

WHEREAS, for nearly 40 years the program has provided over \$7 billion for improvements to keep Fairfield County, and Ohio's, roads and bridges safe and in good condition for residents, first responders, and all motorists traveling on Ohio roadways, and to improve local wastewater treatment, water supply, and stormwater infrastructure in all 88 Ohio counties; and

WHEREAS, the State Capital Improvement Program provides essential grants, loans, and loan assistance to local governments; and

WHEREAS, the renewal of the State Capital Improvement Program will not raise taxes for Ohioans, and the renewal is critical to prevent a gap in infrastructure investment, as the current authorization is set to expire July 1, 2025; and

WHEREAS, funding for the State Capital Improvement Program relies on an amendment to Ohio's Constitution about every ten years, and has been overwhelmingly renewed by voters three times since its creation in 1987; and

WHEREAS, infrastructure investment encourages economic development, creates and maintains business, contributes to public health and safety, creates construction jobs and helps keep Ohio competitive.

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

Section 1. that the Fairfield County Board of Commissioners supports State Issue 2 and urges a YES vote on Issue 2 on May 6, 2025.

Signature Page

Resolution No. 2025-04.08.b

A Resolution in Support of State Issue 2, Renewal of the State Capital Improvement Program, on the May 6 Statewide Ballot

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.

WHEREAS, the WIC grant Fund #7012, the Bioterrorism grant Fund #7321, Fairfield County Parks Fund# 7308, & Port Authority Fund # 7865 are all entitled to collect interest on the balance of their fund; and

WHEREAS, the Treasurer’s Office has balanced interest on all funds for the month of February 2025.

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

Section 1: That the Fairfield County Auditor reflect the following memo receipts:

72730800 436100	Parks Interest Income	\$	299.62
71701247 436100	WIC Interest Income	\$	356.02
71732153 436100	Bioterrorism Interest Income	\$	451.27
81786520 436100	Port Authority Interest Income	\$	0.57
	Total - Agency Funds	\$	1,107.48

These amounts represent monies owed to the WIC grant, Bioterrorism grant funds, Fairfield County Parks fund, & Port Authority Fund for interest collected and deposited into the General Fund as denoted above.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the WIC grant, Bioterrorism grant fund, Fairfield County Parks fund, & Port Authority Fund for interest.

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$ 1,107.48

cc: Jamie Ehorn, Ginger Caito, Angel Conrad

James N Bahnsen

210 East Main Street

March 21, 2025

Staci Knisley
Fairfield County Commissioners' Office
210 E. Main Street
Lancaster, OH 43130

Dear Staci,

The enclosed forms are interest allocation calculations for the Clean Ohio Agricultural Easement Program Fund, the CDBG Rehab Mortgage Refunds Fund, the the CDBG Project Income Fund, the Smith Escrow Trust Clean Ohio Agricultural Easement Fund, the RLF/CDBG Fund, and the RLF/D Fund.

25-Feb

2591 CDBG Rehab Mortgage Refunds	\$124.95
2675 CDBG Project Income	\$6.20
7113 Prepayment Fund	\$0.62
2716 RLF/CDBG Fund	\$221.38
2717 RLF/D Fund	\$1,088.12
2718 EDA RLF Cares Act 2020	\$716.73
2861 Cyber Security Measures Impl Fund	\$5.33
7308 Fairfield County Historical Parks	\$299.62
7012 WIC Grant	\$356.02
7321 Bioterrorism Grant	\$451.27
5376 Self Fund Health Care	\$8,678.27
7865 Fairfield Port Authority (Econ Dev)	\$0.57

Total	\$11,949.08
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Respectfully,

James N Bahnsen
Fairfield County Treasurer

abk
enclosures

FEB 25

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$60,885.20
End of Month Balance:	60,885.20
Average of Beginning and Ending Balance(A):	\$60,885.20
All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32
Total Investment Income for the Month:	\$682,231.67
(A) as a percent of (B):	0.000183147
Amount to be Allocated to Fund:	\$124.95

FEB 25

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$3,019.47
End of Month Balance:	\$3,019.47
Average of Beginning and Ending Balance(A):	\$3,019.47
All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32
Total Investment Income for the Month:	\$682,231.67
(A) as a percent of (B):	9.08276E-06
Amount to be Allocated to Fund:	\$6.20

FEB 25

PREPAYMENT FUND

Fund Number:	7113
Beginning Balance:	\$302.84
End of Month Balance:	\$302.84
Average of Beginning and Ending Balance(A):	\$302.84

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	9.10962E-07
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Amount to be Allocated to Fund:	\$0.62
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FEB 25

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$106,118.85
End of Month Balance:	\$109,634.45
Average of Beginning and Ending Balance(A):	\$107,876.65

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	0.0003245
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Amount to be Allocated to Fund:	\$221.38
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FEB 25

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$527,921.21
End of Month Balance:	\$532,521.56
Average of Beginning and Ending Balance(A):	\$530,221.39
All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32
Total Investment Income for the Month:	\$682,231.67
(A) as a percent of (B):	0.00159494
Amount to be Allocated to Fund:	\$1,088.12

FEB 25

2718-EDA RLF CARES ACT 2020

Fund Number:	2718
Beginning Balance:	\$380,318.72
End of Month Balance:	318,181.63
Average of Beginning and Ending Balance(A):	\$349,250.18
All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32
Total Investment Income for the Month:	\$682,231.67
(A) as a percent of (B):	0.001050567
Amount to be Allocated to Fund:	\$716.73

FEB 25

2861 CYBER SECURITY MEASURES IMPL FUND

Fund Number:	2861
Beginning Balance:	\$2,596.26
End of Month Balance:	\$2,596.26
Average of Beginning and Ending Balance(A):	\$2,596.26
All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32
Total Investment Income for the Month:	\$682,231.67
(A) as a percent of (B):	7.80972E-06
Amount to be Allocated to Fund:	\$5.33

FEB 25

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$147,441.89
End of Month Balance:	\$144,559.42
Average of Beginning and Ending Balance(A):	\$146,000.66
All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32
Total Investment Income for the Month:	\$682,231.67
(A) as a percent of (B):	0.000439179
Amount to be Allocated to Fund:	\$299.62

FEB 25

WIC

Fund Number: 7012

Beginning Balance: \$192,717.60

End of Month Balance: 154,242.61

Average of Beginning and Ending Balance(A): \$173,480.11

All County Funds Beginning Balance: 267,046,813.17

All County Funds Ending Balance: 397,832,577.56

Average of Beginning and Ending Balance, All County Funds(B): \$332,439,695.32

Total Investment Income for the Month: \$682,231.67

(A) as a percent of (B): 0.000521839

Amount to be Allocated to Fund: \$356.02

FEB 25

BIOTERRORISM GRANT

Fund Number: 7321

Beginning Balance: \$231,438.71

End of Month Balance: 208,348.84

Average of Beginning and Ending Balance(A): \$219,893.78

All County Funds Beginning Balance: 267,046,813.17

All County Funds Ending Balance: 397,832,577.56

Average of Beginning and Ending Balance, All County Funds(B): \$332,439,695.32

Total Investment Income for the Month: \$682,231.67

(A) as a percent of (B): 0.000661455

Amount to be Allocated to Fund: \$451.27

FEB 25

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$4,456,015.29
End of Month Balance:	4,001,523.22
Average of Beginning and Ending Balance(A):	\$4,228,769.26
All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32
Total Investment Income for the Month:	\$682,231.67
(A) as a percent of (B):	0.01272041
Amount to be Allocated to Fund:	\$8,678.27

FEB 25

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$278.56
End of Month Balance:	\$279.95
Average of Beginning and Ending Balance(A):	\$279.26
All County Funds Beginning Balance:	267,046,813.07
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32
Total Investment Income for the Month:	\$682,231.67
(A) as a percent of (B):	8.40017E-07
Amount to be Allocated to Fund:	\$0.57

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740) 652-7140

March 31, 2025

Staci Knisley
Fairfield County Commissioners' Office
210 E. Main St.
Lancaster, OH 43110

Dear Staci,

The enclosed forms are interest allocation calculations for the Water and Sewer debt service and construction funds for February 2025.

Respectfully,

James N Bahnsen
Fairfield County Treasurer

ABK
Enclosures

Feb-25

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
25.23	5461	Liberty Township Sewer	12546134	436100
29.98	5469	BR - Sewer VP Utility 99	12546933	436100
180.78	5533	Liberty Township Sewer Project	12553333	436100
878.35	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
2.84	5555	BR - Sewer consolidação Bond 03	12555533	436100
25.52	5470	BR - Water VP Utility 99	12547026	436100
479.38	5534	Tussing Rd. WTF Improvement	12553426	436100
132.18	5556	BR - Water Consolidation BD 2003	12555626	436100

Total Journal Entry \$1,754.26

FEB 25

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$12,293.00
End of Month Balance:	12,293.00
Average of Beginning and Ending Balance(A):	\$12,293.00

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	3.69781E-05
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Amount to be Allocated to Fund:	\$25.23
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FEB 25

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$14,608.40
End of Month Balance:	14,608.40
Average of Beginning and Ending Balance(A):	\$14,608.40

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	4.3943E-05
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Amount to be Allocated to Fund:	\$29.98
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FEB 25

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$88,091.92
End of Month Balance:	88,091.92
Average of Beginning and Ending Balance(A):	\$88,091.92

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	0.000264986
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Amount to be Allocated to Fund:	\$180.78
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FEB 25

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$428,002.47
End of Month Balance:	428,002.47
Average of Beginning and Ending Balance(A):	\$428,002.47

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	0.001287459
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Amount to be Allocated to Fund:	\$878.35
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FEB 25

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,385.73
End of Month Balance:	1,385.73
Average of Beginning and Ending Balance(A):	\$1,385.73

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	4.16837E-06
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Amount to be Allocated to Fund:	\$2.84
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FEB 25

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$12,433.34
End of Month Balance:	12,433.34
Average of Beginning and Ending Balance(A):	\$12,433.34

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	3.74003E-05
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Amount to be Allocated to Fund:	\$25.52
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FEB 25

TUSSING RD WTF IMP

Fund Number:	5534
Beginning Balance:	\$233,595.12
End of Month Balance:	233,595.12
Average of Beginning and Ending Balance(A):	\$233,595.12

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	0.000702669
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Amount to be Allocated to Fund:	\$479.38
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FEB 25

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$64,411.29
End of Month Balance:	64,411.29
Average of Beginning and Ending Balance(A):	\$64,411.29

All County Funds Beginning Balance:	267,046,813.17
All County Funds Ending Balance:	397,832,577.56
Average of Beginning and Ending Balance, All County Funds(B):	\$332,439,695.32

Total Investment Income for the Month:	\$682,231.67
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(A) as a percent of (B):	0.000193753
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Amount to be Allocated to Fund:	\$132.18
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Interest ReportFairfield County February 2025

<u>Date</u>	<u>Pay-in</u>	<u>Fund</u>	<u>Acct #</u>	<u>Description</u>
February 6, 2025	\$1,498.20	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 6, 2025	\$40,000.00	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 6, 2025	\$128,086.87	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 7, 2025	\$2,526.24	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 25, 2025	\$82,500.00	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 25, 2025	\$199,570.83	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 25, 2025	\$24,125.00	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 25, 2025	\$984.36	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 27, 2025	\$38,111.25	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 27, 2025	\$12,050.36	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
February 27, 2025	\$22,562.50	GENERAL	I10 436100	DEPINVINT CITY OF LANCASTER INV 5-24
February 27, 2025	\$8,960.83	GENERAL	I10 436100	DEPINVINT FNB SWEEP JAN 25
February 27, 2025	\$121,255.23	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV

SUM:

\$682,231.67

DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS **February 28, 2025**

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Treasurer's Form 6

Revised 09/07/05 ABP

		TREASURY	DEPOSITORY	TOTAL
Balance at Close of Business: February 26, 2025		11,233,506.62	396,005,373.69	407,238,880.31
Pay-Ins		496,792.33		496,792.33
Vendor's Licenses	LICVEN	0.00		0.00
Manuf. Home (MH-OH)	7116	0.00		0.00
Manuf Home (MH-EQ)	7504	240.00		240.00
Undivided Cigarette License Tax	7114	0.00		0.00
Utilities Collection		0.00		0.00
Undivided General Tax	7108	3,219.29		3,219.29
Escrow Prepayment	7113	0.00		0.00
Undivided Estate Tax	7115	0.00		0.00
Prepay Overage	7787	160.98		160.98
		0.00		0.00
Tax Refund	7109RF	22,800.09		22,800.09
		0.00		0.00
		0.00		0.00
Pre-Settlement Manuf. Home (MH-OH)	7128	0.00		0.00
Pre-Settlement Manuf. Home (MH-EQ)	7505	0.00		0.00
Pre-Settlement General	7109	156,241.23		156,241.23
Pre-Settlement Estate Tax	7117	0.00		0.00
Daily Receipts Total	679,453.92			
Investments:	Total from Chart 2 b	0.00		0.00
Misc.	Total from Chart 2 a	23,750.93		23,750.93
Check #	0	0.00		0.00
Wire & ACH Debit	Total from schedule F	10,009,980.69		10,009,980.69
				0.00
				0.00
Checks from Depository (schedule E)		75,775.98		75,775.98
Deposited with:				
Banks (schedule D)			11,232,501.30	11,232,501.30
ACH & Wire Total (schedule B)			296,127.25	296,127.25
Investment:	Total from Schedule C		0.00	0.00
SUBTOTAL (DAILY WORK)		10,788,961.52	11,528,628.55	22,317,590.07
TOTALS INCLUDING BALANCE		22,022,468.14	407,534,002.24	429,556,470.38
Disbursement:				
*	Wire & ACH Debits (schedule F)	10,009,980.69		10,009,980.69
				0.00
General Warrants (Fairfield Nat'l Bank)		75,775.98		75,775.98
Investment:	Total from Schedule C	0.00		0.00
Deposited in Depository (schedule B & D)		11,528,628.55		11,528,628.55
Checked from Depository				
Banks (Schedule E)			75,775.98	75,775.98
Check #	0		0.00	0.00
Investment:	Total from Chart 2 b		0.00	0.00
*	Total from Chart 2 a		23,750.93	23,750.93
Wires & ACH Debits (schedule F)			10,009,980.69	10,009,980.69
TOTAL		21,614,385.22	10,109,507.60	31,723,892.82
Balance at Close of Business Above Date		408,082.92	397,424,494.64	397,832,577.56

TREASURY 408,082.92
 LEDGER 17,336,443.94
 ICS 0.00
 INVESTMENTS 380,088,050.70
 sub total 397,832,577.56
 FORM 6 397,832,577.56
 0.00

Drawer 703.75
 Safe 2,902.00
 PNP 76,662.72
 Checks 327,814.45
 Total Treasury 408,082.92

Treasurer's Office, Fairfield County, Ohio
 Lancaster, Ohio **February 28, 2025**

To the County Auditor:

IT IS HEREBY CERTIFIED, that the foregoing is a true and correct STATEMENT of the Financial Transactions of the County.

28TH day of FEBRUARY

2025, also the balance in the treasury and depositories at the close of business on said day.

James N. Bahmen
Jennifer E. Dineen

County Treasurer

Fiscal Specialist

Resolution No. 2025-04.08.c

A resolution to approve a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

WHEREAS, the Board of Commissioners pays AT&T directly for Ethernet Services for Fairfield County Board of Developmental Disabilities (FCBDD); and

WHEREAS, FCBDD is responsible for reimbursing the General Fund for their share of costs; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

00100110 434000 Charges for Services - \$1,095.00

This amount represents monies owed to the General Fund for FCBDD's share of Ethernet Services originally paid by the Board of Commissioners as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for FCBDD's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 52367181 553000

Amount: \$ 1,095.00

Prepared by: Cathy Anderson

cc: Staci Knisley, Cathy Anderson

From: Knisley, Staci A <staci.knisley@fairfieldcountyohio.gov>
Sent: Tuesday, March 25, 2025 7:48 AM
To: McCullough, Todd J <todd.mccullough@fairfielddd.com>
Subject: ethernet services




Todd,
Please see below for the amount to reimburse the Fairfield County Board of Commissioners. For payment, a memo transaction resolution is preferred.
Also, Dan is switching to Glofiber for this service soon. Your monthly cost will be \$625 per month. If you need further details on that service, I'll have Dan Neeley reach out to you.



Ethernet Services from AT & T

Monthly Access Charges & Dates		pd 1/30/25	pd 3/6/25	pd 3/27/25	
Department	Location	1/9-2/8/25	2/9-3/8/25	3/9-4/8/25	Quarterly Subtotal
DD	7140 Reynoldsburg-Baltimore Rd	\$365.00	\$365.00	\$365.00	\$

Fairfield Co BDD responsible for: **\$1,095.00**

Staci A. Knisley, Budget Officer/Airport Clerk
Fairfield County Commissioners

 210 E. Main St., 3rd Floor
Lancaster, OH 43130  740-652-7093 (t)
740-687-6048 (f) 

 <https://fairfieldcountyohio.gov>  Staci.Knisley@fairfieldcountyohio.gov

Resolution No. 2025-04.08.d

A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, FCBDD is responsible for paying for March transportation costs for individuals to Lancaster-Fairfield Public Transit; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800 434000 Charge Code 4160 Grant PT000 \$891.00
12290854 434000 Charge Code 4160A Grant PT000 \$99.00

This amount represents monies owed to the Lancaster-Fairfield Public Transit, for transportation costs for individuals and paid by FCBDD to Lancaster-Fairfield Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCBDD's portion of March transportation costs which FCBDD is responsible.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster-Fairfield County Transit

Account: 52676801 550080
Amount: \$ 990.00

Prepared by: Cathy Anderson, Fiscal Officer
cc: Aaron Kennedy, Lancaster Fairfield Public Transit

Fairfield County Transit



740 Lawrence St

P: 740-681-5086

Credit: county, mailing: fairfieldcountyohtg.org

Lancaster Ohio, 43130

F: 740-681-5088

Website: fairfieldohio.us/transit/

Bill To: Fairfield County Board of DD

Contact: Beth Seifert

Invoice #: 4125

Address: 795 College Ave

Email: bseifert@fairfielddd.com

Invoice Date: 4/1/2025

Lancaster Ohio, 43130

Contact: Cathy Anderson

Terms: 30 Days

Email: cathy.anderson@fairfielddd.com

Invoice For: Mar-25

Due Date: 5/1/2025

Rides	Description	Qty	Unit Price	Account Code	Price
55	Individual Rides	55	\$ 18.00	4421	\$ 990.00
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
Make all checks payable to Fairfield County Transit . CREDIT CARDS NOT ACCEPTED					Invoice Subtotal \$ 990.00
					TOTAL \$ 990.00

Anderson, Cathy Jo

From: Martin, Courtney G
Sent: Wednesday, April 2, 2025 8:46 AM
To: Anderson, Cathy Jo
Cc: Kennedy, Aaron T
Subject: March Invoice
Attachments: Board of DD March 2025.xlsx

Good morning,

Attached is the invoice for January 2025 trips. Please let me know if you have any questions.

90% will go into Org Code 12290800 Object Code 434000 Charge Code 4160 Grant PT000 (\$891.00)
10% will go into Org Code 12290854 Object Code 434000 Charge Code 4160A Grant PT000(\$99.00)

Thanks!

Courtney

Courtney Martin

Transit Coordinator | Fairfield County Transit



746 Lawrence St.
Lancaster, OH
43130



740-681-5086 (t)
Ex. 2206 (t)
740-681-5088 (f)



<https://fairfieldcountyohio.gov>



courtney.martin@fairfieldcountyohio.gov

Resolution No. 2025-04.08.e

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

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Clerk of Courts Legal; Fund #2318, Computer Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for 11231800, Clerk of Courts Computer Fund; and

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

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

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

\$1,824.00; 11231800, Capital Outlay

Prepared by: Britney Lee

**Appropriate from Unappropriated
For Auditor's Office Use Only:**

\$1,824.00

11231800#; 574000#; Equipment, Software & Fixtures

CDW-G Quote for Review


This email was sent to you from: **Fairfield County**

[Convert Quote to Order](#)

IMPORTANT — PLEASE READ:

Account Manager Notes: hoj ups quote

Quote #	Quote Date	Quote Reference	Customer #
1CGWVN3	03/28/2025	CDW- HOJ -Liebert PST5 - UPS	10610008

Item	Qty	CDW #	Unit Price	Ext. Price
 Vertiv Liebert PST5 660VA 400W UPS, batt. backup, surge protection, 8 plug Mfg. Part#: PST5- 660MT120 Liebert	25	5100135	\$72.96	\$1,824.00

Subtotal	\$1,824.00
Shipping	\$0.00
Grand Total	\$1,824.00

Purchaser Billing Info	Deliver To
Billing Address: Fairfield County	Shipping Address: Fairfield County I.T.

Resolution No. 2025-04.08.f

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Clerk of Courts Legal; Fund #2318, Computer Fund

(Fairfield County Clerk of Courts- Legal 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 to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2580 for subdivision inspections of various subdivisions

WHEREAS, The Fairfield County Engineer has been expending funds from the Motor Vehicle fund for administrative costs attributable to the inspection costs; and

WHEREAS, The Subdivision fund has received funds from the builder's inspection assessment fees to cover these administrative costs which have been deposited into the subdivision fund as required; and

WHEREAS, it is necessary for the Motor Vehicle fund to recover the costs of these administrative and supply expenses from the subdivision fund; and

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

Section 1. Request that the Fairfield County Board of Commissioner appropriate from unappropriated funds in the amount of \$457,753.35 into the following category:

\$457,753.35 16258000-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, reimbursing the Motor Vehicle fund for administrative and supply expenses incurred.

Memo Receipt as reference:

16202401-434000 \$457,753.35

Memo Expenditure as referenced:

Vendor: Fairfield County Engineer's Office
Amount: \$457,753.35
Paid: 03/31/2025

A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2580 for subdivision inspections of various subdivisions

\$19,296.15	16258000-530000-IN025
\$18,351.98	16258000-530000-IN047
\$4,601.99	16258000-530000-IN049
\$74,342.25	16258000-530000-IN053
\$138,718.25	16258000-530000-IN054
\$20,097.36	16258000-530000-IN055
\$101,789.77	16258000-530000-IN058
\$51,160.00	16258000-530000-IN059
\$29,395.60	16258000-530000-IN061

Prepared by: Cheryl Downour
cc: Engineer

A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2580 for subdivision inspections of various subdivisions

For Auditor's Office Use Only:

Section 1.

\$19,296.15	16258000-530000-IN025
\$18,351.98	16258000-530000-IN047
\$4,601.99	16258000-530000-IN049
\$74,342.25	16258000-530000-IN053
\$138,718.25	16258000-530000-IN054
\$20,097.36	16258000-530000-IN055
\$101,789.77	16258000-530000-IN058
\$51,160.00	16258000-530000-IN059
\$29,395.60	16258000-530000-IN061

Section 2. Issue an Amended Certificate in the amount of \$457,753.35 to credit of fund 2024.

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16202401-434000 in the amount of \$457,753.35.

Prepared by: Cheryl Downour
cc: Engineer

Resolution No. 2025-04.08.g

A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2580 for subdivision inspections of various subdivisions

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses

WHEREAS, additional appropriations are needed in the major expenditure object category for 2050 Subdivision 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:

\$500.00 30205700-Contractual Services

Prepared by: Julie Huggins
cc: Engineer

**A resolution to appropriate from unappropriated in a major
expenditure object category SA-Ditch 2050 Subdivision for West
Buckeye Lake/Ballard Lane expenses**

For Auditor's Office Use Only:

30205700-530000 \$500.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2025-04.08.h

A resolution to appropriate from unappropriated in a major expenditure object category SA-Ditch 2050 Subdivision for West Buckeye Lake/Ballard Lane expenses

(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 an LPA Federal Project Agreement with ODOT for the HOC-44 Bridge Rehabilitation Project.

WHEREAS, an estimated \$1,081,620.00 in federal funding has been allocated for the HOC-44 Bridge Rehabilitation Project (PID 123434) through the Ohio Department of Transportation, and

WHEREAS, the LPA Federal Project Agreement must be signed by the President of this Board of Commissioners for the project to proceed.

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 instruct the President of this Board of Commissioners to sign the LPA Federal Project Agreement for the HOC-44 Bridge Rehabilitation Project, (PID 123434).

SECTION 2: that this Board of Commissioners further states that the County Engineer is hereby empowered on behalf of the County to enter into agreements/contracts to complete the HOC-44 Bridge Rehabilitation Project (PID 123434).

SECTION 2: that the Clerk of this Board furnish the County Engineer with a signed copy of this Resolution and the signed LPA Federal Project Agreement.

Prepared by: Cheryl Downour
cc: Engineering Office

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Fairfield County Engineer 3026 West Fair Avenue, Lancaster, Ohio 43130 acting by and through the Fairfield County, hereinafter referred to as the LPA.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The rehabilitation of the Broad Street Bridge (SFN 2331659). (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$1,446,666.75 as set forth in Attachment 1. ODOT shall provide to the LPA eighty percent (80%) of the eligible costs, up to a maximum of \$1,081,620.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the

PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes. [ODOT's Office of Local Programs](#)

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate

remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for

work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Fairfield County Engineer
3026 West Fair Avenue
Lancaster, Ohio 43130

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.

- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").
- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented

pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement.

with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of

consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Fairfield County Engineer	Office of Local Programs Administrator
3026 West Fair Avenue	ODOT Office of Local Programs
Lancaster, Ohio 43130	1980 W Broad Street, Mail Stop 3180
	Columbus Ohio, 43223

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

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1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Fairfield County

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: _____

Pamela Boratyn
Director

Date: _____

Date: _____

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES										
	Amount	%	SAC	Amount	%	SAC	Amo	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$270,405.00	20	LNTP	\$1,081,620.00	80	4HC7				\$1,352,025.00
INSPECTION	\$94,641.75	100	LNTP							\$94,641.75
TOTALS	\$365,046.75			\$1,081,620.00						\$1,446,666.75

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—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 \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve an LPA Federal Project Agreement with ODOT for the HOC-44 Bridge Rehabilitation Project.

(Fairfield County Engineer)

Approved as to form on 4/4/2025 10:35:26 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

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

Signature Page

Resolution No. 2025-04.08.i

A Resolution to Approve an LPA Federal Project Agreement with ODOT for the HOC-44 Bridge Rehabilitation 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 Advertising for the 2025 Crack Seal Project.

WHEREAS, the County Engineer is requesting approval to advertise for bids for the 2025 Crack Seal 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 2025 Crack Seal 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. 2025-04.08.j

A Resolution to Approve Advertising for the 2025 Crack Seal 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 of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for PLE-32 and PLE-33 Bridge Replacements Project

WHEREAS, the OPWC project requires an additional cost for PLE-32 and PLE-33 bridge replacements OPWC-DQAB10 expenses to the engineers; 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. The Fairfield County Board of Commissioners resolves to approve appropriate from unappropriated into the following category:

16236200 Capital Outlay \$698,171.73

Section 2. County Auditor is authorized to create an account to account transfer:

From: 16236200 Capital Outlay \$698,171.73

To: 16236200 Transfers \$698,171.73

Section 3. That the fund to fund in the amount of \$698,171.73 is hereby authorized as follows:

From: 16236200-700000 Transfers Out \$698,171.73

To: 16343406-439100-75175 Transfers In \$698,171.73

Section 4. County Auditor is authorized to appropriate from unappropriated funds as below:

16343406 Capital Outlay \$698,171.73

Prepared by: Julie Huggins
cc: Engineer

A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for PLE-32 and PLE-33 Bridge Replacements Project

For Auditor's use only

Section 1:

16236200-573600 \$698,171.73

Section 2:

From: 16236200-573600 \$698,171.73

To: 16236200-700000 \$698,171.73

Section 4. 16343406-573600-75175 \$698,171.73

Section 5. Request the County Auditor on behalf of the Budget Commission, to increase the original certificate by \$698,171.73 and issue an additional amended certificate in the amount of \$698,171.73 to the credit of (3434) OPWC fund for a total amended certificate of \$698,171.73.

Section 6. Request that the County Auditor update the receipt line item as follows:

16343406-439100-75175 CIP PLE-32/PLE-33 DQAB10 \$698,171.73

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2025-04.08.k

A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for PLE-32 and PLE-33 Bridge Replacements 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 Authorizing the Approval of Addendum 4 at One Stop and Addendum 2 at Fairfield Center of Lease Agreements with the Ohio Department of Public Safety

WHEREAS, The Board of County Commissioners owns the County building located at the Liberty Center known as the One-Stop Building which houses offices for ODPS, Drivers Examination, and Deputy Registrar Services, and

WHEREAS, The Board of County Commissioners owns the County building located at the Fairfield Center which houses offices for Deputy Registrar Services, and

WHEREAS, the Ohio Department of Public Safety desires to extend the current lease agreements for those spaces and has submitted the attached Addendum No. 4 to the original lease agreements for 980 Liberty Drive, Suites 200, 400, and 500 and Addendum 2 for 12943 Stonecreek; and

WHEREAS, this Addendum No. 4 and Addendum 2 to the lease agreements shall be effective July 1, 2025 and shall terminate on July 1, 2027; and

WHEREAS, the Facilities Manager and County Administrator have reviewed the Addendum No. 4 and addendum 2 and recommend their approval; and

WHEREAS, the Addendum No. 4 and no. 2, as attached, has been approved as to form by the County Prosecutor's Office.

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

Section 1. The Fairfield County Board of Commissioners hereby approves the attached Addendum No. 4 to the lease agreement with the Ohio Department of Public Safety at the One Stop Liberty Location.

Section 2. The Fairfield County Board of Commissioners hereby approves the attached Addendum No. 2 to the lease agreement with the Ohio Department of Public Safety at the Fairfield Center.

Section 2. The Clerk of the Board of Commissioners will provide a signed original copies as directed to the Ohio Department of Public Safety for signature.



March 31, 2025

Fairfield County Commissioners' Office
ATTN: Rochelle Menningen
Clerk to the Board of Commissioners
210 East Main Street, Room 301
Lancaster, Ohio 43130

RETURN WITHIN 10 DAYS OF RECEIPT

FedEx Express Tracking #7723 6675 2967

Re: Proposed Addenda No. 4 to Lease(s)
For the ODPS/ BMV Fairfield County (DHQ-2) District 2 Field Services Office, Deputy Registrar, & Driver Exam Sites
Located at 980 Liberty Drive, Suites 200, 400, & 500, Lancaster, Ohio 43130
ODPS Lease File No. 23A-DHQ-2.ML (Suite 400), 23A-DR.ML (Suite 500) & 23A-DX.ML (Suite 200)

Dear Ms. Menningen:

Enclosed are the proposed addenda to the Master Lease(s) between Fairfield County Board of Commissioners and the Ohio Department of Public Safety (ODPS), for the site(s) referenced above.

Please review and sign all (6) six copies of each Addendum and return to this office for signature, using the enclosed overnight label. A fully-executed, original copy of each Addendum, (per site), will be returned to you for your records.

**** Please include a copy of your County's Resolution, when returning the signed addenda. ****

If you should have any questions or concerns, please feel free to contact me at the number listed below. If I am unavailable, you may also reach out directly to my supervisor, Eric Rowland, ODPS Real Estate Administrator, at (614) 752-7076.

Thank you for providing this service to the community.

Sincerely,

Pamela R. Woods

Real Estate Specialist
Office of Facility Management/L&LM
1970 West Broad Street, Suite 428
Columbus, Ohio 43223
Phone: (614) 995-5039
pwoods@dps.ohio.gov

Enclosure(s): 23A-DHQ2.ML (Suite 400) – Addendum No. 4 to Lease (2 originals, each)
23A-DR.ML (Suite 500) – Addendum No. 4 to Lease
23A-DX.ML (Suite 200) – Addendum No. 4 to Lease
FedEx Express #7916 6204 4328

cc: Email
Lease File

Adam J. Borland, Office of Facility Management Director
1970 W. Broad Street
P.O. Box 182081
Columbus, Ohio 43218-2081 U.S.A.

ADDENDUM NO. 4 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2025, a certain lease entered into as of July 1, 2017, covering **2,090** square feet of office space and described as:

Bureau of Motor Vehicles
District 2 Field Services Office
980 Liberty Drive, Suite 400
Lancaster, Ohio 43130

be amended as follows:

Article II:	<u>Add:</u>	The lease will extend for an additional term, beginning July 1, 2025 through June 30, 2027.
	<u>Add:</u>	During the next renewal period, the annual base rental rate will increase to \$10.79 per square foot. As a result, the total annual cost will now be \$22,551.10 per year, or \$5,637.79 for the first quarter, then \$5,637.77 each quarter thereafter. <i>[For Rental Schedule breakdown, see detailed chart(s), below.]</i>

Rental Schedule:

Renewal Period	Base Rent Cost per Ft ² *	Total Annual Cost	1st Quarter Costs	2 nd – 4 th Quarter Costs
July 1, 2025 – June 30, 2027	\$10.79	\$22,551.10	\$5,637.79	\$5,637.77

**Based on 2,090 Total Square Feet*

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Witnesses:

By: _____
Name: _____ (1) Name _____
Title: _____
Date: _____ Name _____

By: _____
Name: _____ (2) Name _____
Title: _____
Date: _____ Name _____

By: _____
Name: _____ (3) Name _____
Title: _____
Date: _____ Name _____

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, _____ County, ss: (1)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (2)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (3)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date

ADDENDUM NO. 4 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2025, a certain lease entered into as of July 1, 2017, covering **2,577** square feet of office space and described as:

Bureau of Motor Vehicles
Lancaster Deputy Registrar
980 Liberty Drive, Suite 500
Lancaster, Ohio 43130

be amended as follows:

Article II:	<u>Add:</u>	The lease will extend for an additional term, beginning July 1, 2025 through June 30, 2027.
	<u>Add:</u>	During the next renewal period, the annual base rental rate will increase to \$10.79 per square foot. As a result, the total annual cost will now be \$27,805.83 per year, or \$2,317.18 for the month of July, then \$2,317.15 each month thereafter. <i>[For Rental Schedule breakdown, see detailed chart(s), below.]</i>

Rental Schedule:

Renewal Period	Base Rent Cost per Ft ² *	Total Annual Cost	July Monthly Rent	August – June Monthly Rent
July 1, 2025 – June 30, 2027	\$10.79	\$27,805.83	\$2,317.18	\$2,317.15

**Based on 2,577 Total Square Feet*

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Witnesses:

By: _____
Name: _____ (1) Name _____
Title: _____
Date: _____ Name _____

By: _____
Name: _____ (2) Name _____
Title: _____
Date: _____ Name _____

By: _____
Name: _____ (3) Name _____
Title: _____
Date: _____ Name _____

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, _____ County, ss: (1)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (2)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (3)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date

ADDENDUM NO. 4 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2025, a certain lease entered into as of July 1, 2017, covering **1,437** square feet of office space and described as:

Bureau of Motor Vehicles
Lancaster Driver Exam Station
980 Liberty Drive, Suite 200
Lancaster, Ohio 43130

be amended as follows:

Article II:	<u>Add:</u>	The lease will extend for an additional term, beginning July 1, 2025 through June 30, 2027.
	<u>Add:</u>	During the next renewal period, the annual base rental rate will increase to \$10.79 per square foot. As a result, the total annual cost will now be \$15,505.23 per year, or \$3,876.33 for the first quarter, then \$3,876.30 each quarter thereafter. <i>[For Rental Schedule breakdown, see detailed chart(s), below.]</i>

Rental Schedule:

Renewal Period	Base Rent Cost per Ft ² *	Total Annual Cost	1st Quarter Costs	2 nd – 4 th Quarter Costs
July 1, 2025 – June 30, 2027	\$10.79	\$15,505.23	\$3,876.33	\$3,876.30

**Based on 1,437 Total Square Feet*

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Witnesses:

By: _____
Name: _____ (1) Name _____
Title: _____ Name _____
Date: _____

By: _____
Name: _____ (2) Name _____
Title: _____ Name _____
Date: _____

By: _____
Name: _____ (3) Name _____
Title: _____ Name _____
Date: _____

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, _____ County, ss: (1)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (2)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (3)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date



March 31, 2025

Fairfield County Emergency Management Agency
ATTN: Jon Kochis, Director
240 Baldwin Drive
Lancaster, Ohio 43130

RETURN WITHIN 10 DAYS OF RECEIPT

FedEx Express Tracking #7728 3132 4678

Re: Proposed Addenda No. 2 to Lease(s)
For the ODPS/ BMV Pickerington Deputy Registrar Site
Located at 12943 Stonecreek Drive, Pickerington, Ohio 43147
ODPS Lease File No. 23B-DR.ML

Dear Mr. Kochis:

Enclosed are the proposed addenda to the Master Lease(s) between Fairfield County Board of Commissioners and the Ohio Department of Public Safety (ODPS), for the site(s) referenced above.

Please review and sign **both** copies of each Addendum and return to this office for signature, using the enclosed overnight label. A fully-executed, original copy of the Addendum will be returned to you for your records.

**** Please include a copy of your County's Resolution, when returning the signed addenda. ****

If you should have any questions or concerns, please feel free to contact me at the number listed below. If I am unavailable, you may also reach out directly to my supervisor, Eric Rowland, ODPS Real Estate Administrator, at (614) 752-7076.

Thank you for providing this service to the community.

Sincerely,

Pamela R. Woods

Real Estate Specialist
Office of Facility Management/L&LM
1970 West Broad Street, Suite 428
Columbus, Ohio 43223
Phone: (614) 995-5039
pwoods@dps.ohio.gov

Enclosure(s): 23B-DR.ML – Addendum No. 2 to Lease (2 originals, each)
FedEx Express #7916 8593 8887

cc: Email
Lease File

Adam J. Borland, Office of Facility Management Director
1970 W. Broad Street
P.O. Box 182081
Columbus, Ohio 43218-2081 U.S.A.

ADDENDUM NO. 2 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2025, a certain lease entered into as of September 1, 2023, covering **1,586** square feet of office space and described as:

Bureau of Motor Vehicles
Pickerington Deputy Registrar
12943 Stonecreek Drive
Pickerington, Ohio 43147

be amended as follows:

Article II:	<u>Add:</u>	The lease will extend for an additional term, beginning July 1, 2025 through June 30, 2027.
	<u>Add:</u>	During the next renewal period and pursuant to <u>Addendum No. 1</u> , CAM will remain \$2.00 per square foot or \$3,172.00 per year. The annual base rental rate will also remain \$12.00 per square foot or \$19,032.00 per year. The total annual cost will be \$22,204.00 per year or \$1,850.37 for the month of July and \$1,850.33 each month thereafter. <i>[For Rental Schedule breakdown, see detailed chart(s), below.]</i>

Rental Schedule:

Renewal Period	Base Rent Cost per Ft ² *	Total Annual Base Rent	CAM** Cost per Ft ² *	Total Annual CAM**	Total Annual Costs (Rent + CAM)	July Monthly Costs (Rent + CAM)	Aug – June Monthly Costs (Rent + CAM)
July 1, 2025 – June 30, 2027	\$12.00	\$19,032.00	\$2.00	\$3,172.00	\$22,204.00	\$1,850.37	\$1,850.33

***Based on 1,586 Total Square Feet**

****CAM is figured at Cost per Total Square Foot and is comprised of taxes/ assessments, interior/ exterior premises maintenance; including, janitorial/ trash removal services, and interior painting every five (5) years, costs.**

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR:

FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Witnesses:

By: _____
Name: _____ (1) Name _____
Title: _____
Date: _____ Name _____

By: _____
Name: _____ (2) Name _____
Title: _____
Date: _____ Name _____

By: _____
Name: _____ (3) Name _____
Title: _____
Date: _____ Name _____

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, _____ County, ss: (1)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (2)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (3)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date

614-
Adam 752-4421

File No. 23-A.ML
Rev. 03/2013

ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Commissioners

as Lessor, and

Ohio Department of Public Safety

as Lessee, that effective July 1, 2013, a certain lease entered into as of May 1, 2004, covering 6,104 square feet of office space and described as:

**980 Liberty Drive
Suites 200 (DX), 400 (BMV D-2 Offices)
and 500 (Deputy Registrar)
Lancaster, Ohio 43130**

be amended as follows:

Article II: Add: The lease will extend for an additional term beginning July 1, 2013 through June 30, 2015.

The annual rental rate will remain at \$57,988.00, or \$9.50 per square foot, during the next renewal period.

	<u>Yearly Rent</u>	
Driver Exam.	\$13,651.52	\$3,412.88 - quarterly ✓
BMV D-2	19,855.00	4,963.75 - quarterly Field office
Deputy Registrar	<u>24,481.56</u>	2,040.13 - monthly
	<u>\$57,988.00</u>	

Article II: Add: The Deputy Registrar will continue to pay rent directly to the Lessor on a monthly basis.

The Ohio Department of Public Safety will pay directly to the Lessor for both the Driver Examination office and the BMV D-2 Field Services Office, upon receipt of an invoice.

Separate invoices, one for the Driver Examination office and one for the BMV D-2 Field Services Office, should be sent in quarterly:

1st quarter: July-September
2nd quarter: October-December
3rd quarter: January-March
4th quarter: April-June

Pursuant to O.A.C. § 126-3-01, the Ohio Department of Public Safety will pay directly to the Lessor, **within thirty days of receipt of a proper invoice**. Invoices for the Driver Examination office and the BMV D-2 Field Services Office should be sent to:

Ohio Department of Public Safety
BMV Fiscal Section
P.O. Box 16520
Columbus, Ohio 43216-6520

Articles I
and
XVIII: Change
Lessee's
Notification
Address
To:

Ohio Department of Public Safety
Procurement Services / Leases
1970 West Broad Street, Suite 523
Columbus, Ohio 43223

All other terms and conditions of the lease will remain the same.

LESSOR:
FAIRFIELD COUNTY COMMISSIONERS

By: [Signature] Date: 4-23-13
By: [Signature] Date: 4-23-13
By: [Signature] Date: 4-23-13

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

By: [Signature] Date: 5-15-13
Thomas P. Charles, Director
Ohio Department of Public Safety

APPROVED AS TO FORM ONLY:

[Signature] Asst. Pros. Atty
Jason M. Dolin, Asst. Prosecutor
Fairfield County, Ohio
Date: 4/17/13



**OHIO DEPARTMENT
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- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



John R. Kasich, Governor
Thomas P. Charles, Director

Colonel John Born
Superintendent

Ohio State Highway Patrol
1970 West Broad Street
P.O. Box 182074
Columbus, Ohio 43218-2081
www.statepatrol.ohio.gov

March 31, 2011

Fairfield County Commissioners
210 East Main Street, Room 301
Lancaster, OH 43130

Re: Renewal of Lease
980 Liberty Drive, Lancaster
Suites 200 (DX), 400 (BMV), and 500 (DR)
Contract File No. 23-A.ML

Dear Commissioners:

The current term of the referenced lease expires June 30, 2011. As provided in Article III, the Ohio Department of Public Safety – Ohio Bureau of Motor Vehicles/Ohio State Highway Patrol, as Lessee, does hereby exercise its option to renew this lease for an additional term beginning July 1, 2011, and ending June 30, 2013, at an annual rate of \$57,988.00 (\$13,651.52 annually for the DX; \$19,855.00 annually for the BMV; and \$24,481.56 annually for the DR).

All other terms and conditions expressed in the original lease will remain during this renewal and no intent beyond those expressed is implied by the exercise of this option.

Please contact Jeanie Kelly of the Facility Management Section at (614) 752-7076, or Donna Wood at (614) 752-4336, regarding any concerns or questions.

Thank you for your continued service.

Sincerely,

Captain M. D. Henderson
Commander, OSHP Facility and Fleet Management

MDH:dlw

Enclosure

cc: Rene Schiefer, Chief, BMV Fiscal Services
Larry Kobi, Chief, BMV District 2 Field Services
Captain A. Combest, Commander, OSHP Fiscal Services
Lt. Lawrence H. Roseboro, OSHP District 6 Headquarters
Lt. Craig S. Cvetan, Commander, OSHP Lancaster Post 23
Kelli Whalen, CPPB, Assistant Chief, ODPS Purchasing
Facility Management

IN THE MATTER OF Approving an extension of a lease agreement between the Fairfield County Board of Commissioners and the Ohio Department of Public Safety, Bureau of Motor Vehicles and Ohio State Highway Patrol – Title/License One Stop, 980 Liberty Drive

WHEREAS, the Fairfield County Board of Commissioners, pursuant to resolution 05-04.19.h, entered into a lease agreement with the Ohio Department of Safety for its Bureau of Motor Vehicles District 2 Office, Deputy Registrar and Ohio State Highway Patrol Drivers Examination Station, and

WHEREAS, the lease term expires June 30, 2009, and

WHEREAS, the Ohio Department of Public Safety has notified the Fairfield County Board of Commissioners of its decision to exercise the option to renew the lease for an additional two-year term pursuant to Article III of the lease agreement, and

Whereas, the Fairfield County Board of Commissioners supports this request,

NOW THEREFORE,

BE IT RESOLVED by the Board of County Commissioners, County of
Fairfield, State of Ohio:

SECTION 1: that the lease agreement between the Fairfield County Board of Commissioners and the Ohio Department of Public Safety, Bureau of Motor Vehicles, Deputy Registrar and Ohio State Highway Patrol is hereby renewed for an additional two-year term commencing July 1, 2009, and ending June 30, 2011.

SECTION 2: that all terms and conditions expressed in the original lease will remain during this renewal.

SECTION 3: that the County Clerk/Manager forward a signed copy of this resolution to the Ohio Department of Public Safety, Fairfield County Clerk Deborah Smalley and Facilities Manager, Joe Spybey.

Motion by JON MYERS seconded by MIKE KIGER that the resolution be adopted was carried by the following vote:

YEAS: MYERS. KIGER. SHUPE NAYS: NONE

Cc: Christina Merritt, Commissioners' Office

ABSTENTIONS: NONE

Mike Kiger

Jon Myers

Indira Shupe

Board of County Commissioners

ADOPTED MAY 5, 2009

Scott A. Zody
Scott A. Zody, Clerk/Manager



**OHIO DEPARTMENT
OF PUBLIC SAFETY**
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- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



Ted Strickland, Governor
Henry Guzmán, Director
Colonel Richard H. Collins
Superintendent

Ohio State Highway Patrol
1970 West Broad Street
P.O. Box 182074
Columbus, Ohio 43218-2081
www.statepatrol.ohio.gov

April 8, 2009

Fairfield County Commissioners
ATTN: Commissioner Judith Shupe
210 E. Main Street -- Room 301
Lancaster, OH 43130

Re: Renewal of Lease
980 Liberty Drive, Lancaster
Suites 200 (DX), 400 (BMV) and 500 (DR)
Contract File No. 23-A.ML

Dear Commissioner Shupe:

The current term of the referenced lease expires June 30, 2009. As provided in Article III, the Ohio Department of Public Safety - Ohio Bureau of Motor Vehicles/Ohio State Highway Patrol, as Lessee, does hereby exercise its option to renew this lease for an additional term beginning July 1, 2009, and ending June 30, 2011, at an annual rate of \$57,988.00 (\$13,651.52 for the DX/Suite 200; \$19,855.00 for the BMV District Office/Suite 400; and \$24,481.56 for the DR/Suite 500).

All other terms and conditions expressed in the original lease will remain during this renewal and no intent beyond those expressed is implied by the exercise of this option.

Please contact Jeanie Kelly of the Facility Management Section at (614) 752-7076, or Donna Wood at (614) 752-4336, regarding any concerns or questions.

Thank you for your continued service.

Sincerely,

Capt. D.W. Dicken / DK

Captain David W. Dicken
Executive Officer
Office of Finance/Logistic Services

DWD:dlw

cc: Jeanine Moore, Chief, BMV Fiscal Services
Larry Kobl, Chief, BMV District 2 Field Services
Mark Contosta, Chief, Purchasing/Contract Management
S/Lt. Carl Roark, Commander, OSP Fiscal Services
S/Lt. Rick Fambro, OSHP District 6 Headquarters
Lt. Gary D. Lewis, Commander, OSHP Lancaster Post 23
Facility Management

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promote traffic safety and provide professional public safety services with respect, compassion, and unbiased professionalism.*

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ADDENDUM NO. 2 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Commissioners

as Lessor, and

**Ohio Department of Public Safety
Bureau of Motor Vehicles**

as Lessee, that effective July 1, 2007, a certain lease entered into as of May 1, 2004, covering 6,104 square feet of office space and described as:

980 Liberty Drive
Suites 200, 400, and 500
Lancaster, Ohio 43130

be amended as follows:

Add Article XX. **ETHICS CLAUSE.** In accordance with Executive Order 2007-01S, Lessor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. Lessor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.

All other terms and conditions of the lease will remain the same.

LESSOR:

Fairfield County Commissioners

By:

Judith K. Shupe
County Administrator
Commissioner

Date:

5.7.07

LESSEE:

Ohio Department of Public Safety
Bureau of Motor Vehicles

By:

Henry Guzman
Henry Guzman, Director
Ohio Department of Public Safety

Date:

5-7-07

IN THE MATTER OF an addendum to the agreement by and between the Ohio Department of Public Safety/Bureau Of Motor Vehicles and the Fairfield County Commissioners, an addendum for an ethics clause, Executive Order 2007-01S

WHEREAS, the Ohio Department of Public Safety/Bureau of Motor Vehicles has presented the Fairfield County Commissioners, an addendum for an ethics clause, Executive Order 2007-01S, and

WHEREAS, the Board now desires to sign this addendum,

NOW THEREFORE,

BE IT RESOLVED by the Board of County Commissioners, County of
Fairfield, State of Ohio:

SECTION 1: that the Board of Commissioners hereby authorizes its President to sign the attached addendum regarding the new ethics requirement set forth in Executive Order 2007-01S.

Section 2: that the County Clerk/Manager place a copy in the journal and send a copy to the Ohio Department of Public Safety

Motion by JON MYERS seconded by JUDITH SHUPE that the resolution be adopted was carried by the following vote:

YEAS: MYERS, SHUPE NAYS: NONE

ABSTENTIONS: NONE

cc:

Judith K. Shupe

Jon Myers

MIKE KIGER - ABSENT
Board of County Commissioners

ADOPTED 5.1.07

Carri L. Brown

Carri L. Brown, Clerk/Manager

Colonel Paul D. McClellan
Superintendent

Ohio State Highway Patrol
1970 West Broad Street
P.O. Box 182074
Columbus, Ohio 43218-2074
www.state.oh.us/ohiostatepatrol



OHIO DEPARTMENT OF PUBLIC SAFETY

- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services Division
- Investigative Unit
- Ohio Homeland Security
- Ohio State Highway Patrol

March 23, 2005

Fairfield County Commissioners Office
Attn: County Administrator
210 East Main Street – Room 301
Lancaster, Ohio 43130

482P

Re: Renewal of Lease
Bureau of Motor Vehicles/Ohio State Highway Patrol
980 Liberty Drive, Suites 200, 400 & 500
File No. 23A

Dear County Administrator:

The current term of the referenced lease expires June 30, 2005. As provided in Article III, the Ohio Department of Public Safety - Bureau of Motor Vehicles/Ohio State Highway Patrol, as Lessee, does hereby exercise its option to renew this lease for an additional term beginning July 1, 2005, and ending June 30, 2007, at an annual rate of \$57,988.00 (BMV annual amount is \$19,855.00, OSHP annual amount is \$13,651.52, and the Deputy Registrar annual amount is \$24,481.56).

All other terms and conditions expressed in the original lease will remain during this renewal and no intent beyond those expressed is implied by the exercise of this option.

Please contact Jeanie Kelly of the Facility Management Section, at (614) 752-7076 regarding any concerns or questions.

Thank you for your continued service.

Sincerely,

S/Lt. K.K. Campbell
S/Lt. K. K. Campbell
Facility Management Commander

KKC

Copy: Capt. D. Dicken, OSHP Fiscal Services
Jeanine Moore, Chief, BMV, Fiscal Services
Rick Imhoff, Chief, Purchasing/Contract Management
Facility Management

ADDENDUM TO LEASE NO. 1

It is hereby mutually agreed by and between

Fairfield County Commissioners
210 East Main Street – Room 301
Lancaster, Ohio 43130-3879

as Lessor, and

Ohio Department of Public Safety
Bureau of Motor Vehicles/Ohio State Highway Patrol

as Lessee, that effective May 1, 2004, a certain lease entered into as of February 1, 2004, covering 6,104 square feet of office space and described as:

980 Liberty Drive
Lancaster, Ohio 43130

be amended as follows:

Article II. Change effective date of Lease to May 1, 2004.

All other terms and conditions of the lease will remain the same.

LESSOR

Fairfield County Commissioners

By: 
Board of Fairfield County Commissioners/Administrator

Date: March 26, 2004

LESSEE

Ohio Department of Public Safety
Bureau of Motor Vehicles

By: 
Kenneth L. Morckel, Director
Ohio Department of Public Safety

Date: 3-24-04

STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY

L-E-A-S-E

- I. THIS LEASE WITNESSETH: THAT in consideration of the rentals herein reserved and mutual covenants expressed,

Fairfield County Commissioners
210 East Main Street – Room 301
Lancaster, Ohio 43130-3879

hereinafter referred to as the Lessor, does hereby demise and lease to:

Ohio Department of Public Safety
Bureau of Motor Vehicles/Ohio State Highway Patrol
1970 West Broad Street - 5th Floor
Columbus, Ohio 43223

hereinafter referred to as the Lessee, all those premises known and described as:

980 Liberty Drive
Lancaster, Ohio 43130

and containing approximately 6,104 (2,090 for the BMV District Office, 1,437 for the Ohio State Highway Patrol Examination Station, and 2,577 for the Deputy Registrar) square feet of office space and at least (87) non-exclusive parking spaces with a minimum of (2) designated parking spaces meeting ADA specifications and additional lot space to be used for the Drivers Examination Maneuverability/Motorcycle testing.

- II. TO HAVE AND TO HOLD the same with any appurtenances included, unto the said Lessee from the 1st day of February, 2004 (or to be determined), for and during the full term ending on the 30th day of June, 2005, with an automatic renewal of two years at the same rate, and subject to the same terms and conditions, contingent on appropriation of such funds by the Ohio General Assembly; yielding and paying therefor during the term an annual rental rate of \$9.50 per square foot or \$57,988.00 annually, for the entire demised premises, which sum is payable directly to the Lessor by the Deputy Registrar on the first day of each month in the amount of \$2,040.13. The Ohio State Highway Patrol (on behalf of the Drivers Examination Station) will pay directly to the Lessor, upon receipt of an invoice, on a quarterly basis, by the 15th day of the second month (August, November, February, May), in the amount of \$3,412.88. The Bureau of Motor Vehicles will pay directly to the Lessor, (for the District 2 Office) on a quarterly basis, by the 15th day of the second month (August, November, February, May), in the amount of \$4,963.75. It is agreed that the rent shall commence on the actual date of occupancy or as agreed between both parties. This lease will be amended to reflect the actual effective date if the date is different then listed above.
- III. It is agreed that the Lessee is entitled to unlimited two-year RENEWAL OPTIONS at the current rate unless Lessor notifies Lessee in writing of intent to adjust rents at least 6 months prior to expiration. Such notice must be supported by documentation of increased costs to Lessor. Any rental increase shall be negotiated in good faith and not exceed the Consumer Price Index. During such renewal, all other terms, covenants, and conditions contained in this lease shall continue and be in full force and effect.
- IV. It is understood and agreed that the Lessee may SUBLEASE the demised premises to any successful proposer who is awarded the contract to operate as a Deputy Registrar at this location and the Highway Patrol for use as a Driver's Examination Station.

- V. It is agreed that this lease and any renewal thereof is subject to the appropriation and certification of **AVAILABLE FUNDS**, pursuant to Ohio Revised Code, section 126.07 and approval by the State Controlling Board if deemed applicable by the Director of Public Safety or the Registrar of Motor Vehicles.
- VI. Lessee agrees to refrain from committing **WASTE** on said premises and to deliver possession thereof to the Lessor at the conclusion of this lease in substantially as good condition as at the commencement of this lease, damages arising from any circumstances beyond the control of the Lessee and normal wear and tear excepted. If such waste should occur, Lessee/Sublessee(s) shall be held liable for damages.
- VII. Lessor covenants that it is in **RIGHTFUL POSSESSION** of the premises and that upon payment of the rental fee it will warrant and defend the title of the Lessee against any and all claims whatsoever, not arising out of this Lease. Lessor further warrants that the Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the premises.
- VIII. Lessor shall comply with all federal, state, and local building codes, zoning codes, occupancy permits, fire codes applicable to this lease. Lessor shall during the term of this lease keep the premises in compliance with any and all **APPLICABLE STANDARDS** which have been or will be promulgated by the Federal Occupational Safety and Health Administration pursuant to the Federal Safety and Health Act of 1970, 29 U.S.C. 651 to 678 (1970).

The Lessor shall comply with all applicable provisions of Ohio Revised Code Chapter 4115, entitled Wages and Hours on Public Works.

The Lessor shall maintain the premises in accordance with the Federal Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. sections 12101 to 12213 (1990), as amended, and with all applicable regulations.

- IX. **SERVICES BY THE LESSOR.** The Lessor agrees to perform all of the following functions at its own expense during the term of this lease or any renewal thereof:
- A. Pay all taxes, utilities (electric, gas, water, and sewer), and assessments accruing against said premises.
 - B. Maintain the premises including but not limited to roof, heating, air conditioning, electrical and plumbing facilities. Any fixtures attached to the building such as doors, sinks, faucets, etc., which are not in good working order will be replaced at the expense of Lessor.
 - C. Assume liability for glass breakage.
 - D. Provide HVAC capable of maintaining 72 degrees F. uniformly throughout the leased space regardless of outside temperatures.
 - E. Provide hot and cold running water.
 - F. Provide and maintain landscape service for all unpaved exterior area, if applicable.
 - G. Provide exterior lighting.
 - H. Provide exterior building maintenance to include washing of exterior windows as needed.
 - I. Provide interior building maintenance.
 - J. Provide prompt removal of snow and ice from sidewalk(s), pathway(s) and parking area(s) and fully clear all handicapped parking areas and access ramps. Such removal to occur after snowfall of two (2) inches and/or before agency business hours in the event of overnight precipitation.
 - K. Provide extermination service if needed.
 - L. Maintain parking lot.
 - M. Provide trash removal.

IX. SERVICES BY THE LESSOR CONTINUED:

- N. Provide and maintain emergency exit lights and signs and fire extinguishers, as required by code.
- O. Provide fire and security alarm systems to include monthly monitoring.
- P. Provide janitorial services.
- Q. Provide all facilities necessary for installation and usage of telephone service in the leased premises, where such facilities are not provided by the telephone company as part of such installation and usage service.
- R. Repair and paint the walls and repair the ceiling and woodwork at the commencement of each renewal period, or as deemed necessary by Lessor and Lessee. The color and quality of the materials used shall be approved and agreed upon by the Lessor and Lessee.
- S. Change exterior door locks and provide 2 keys for each lock each time a change in the Sublessee occurs.

In the event Lessor fails to provide any services required of Lessor under this Lease, Lessee shall notify Lessor in writing of the service or services which are not being provided. If Lessor does not provide same within 10 days of the date of such notice, Lessee may provide the service and deduct the cost thereof from the rents reserved herein. In extreme cases of negligence, Lessee reserves the right to terminate this Lease by written notice of termination at any time after expiration of said 10 days.

- X. TENANT IMPROVEMENTS:** Lessor will provide complete construction of the new building and parking lot and all buildout to include all counters (casework according to specifications), carpeting, floor tile, signage, electrical requirements, and the fire and security alarm system, for use of all entities on this lease agreement. The State will be responsible for its data/telecommunications lines within its respective offices.

XI. LESSEE RESPONSIBILITIES:

- A. To cause payment of the rentals as they fall due.
- B. To insure Lessee/Sublessee(s) will:
 - 1. Abide by such reasonable rules and regulations required by the Lessor to assure proper operation of the premises, provided such rules and regulations are not inconsistent with the terms of this lease.
 - 2. Comply with any statutes, orders, or regulations issued by the state, city, county, or federal authorities which are applicable to the Sublessee(s) use and occupancy of the premises.
 - 3. Pay for telephone service and installation.
 - 4. Provide right of access to the Lessor to do maintenance on space after prior approval of Lessee and notification of Sublessee(s). Access shall not be unreasonably denied.

- XII.** Lessee shall have the right, with approval of Lessor, to make **ALTERATIONS**, attach fixtures and erect additions, structures and signs in or upon the premises at its own expense. Any such structures whether during the period of this Lease or any renewal hereof, or under a previous Lease between the parties for these premises, shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of the Lease or any renewal hereof.

- XIII.** If the premises described in this Lease be destroyed by fire or other casualty, this Lease shall immediately terminate at the option of the Lessee. In case of partial damage or **DESTRUCTION** so as to render the premises untenable, the Lessee may terminate this Lease by giving written notice to the Lessor after the occurrence of said partial damage or destruction and effective upon Sublessee(s) vacating the premises.

- XIV. It is further agreed that the Lessee may, at its option, **HOLDOVER** and remain in possession of the Leased Premises or any part thereof after the expiration of the Lease or any renewal hereof, and such occupancy shall be regarded as a tenancy from month-to-month under these same conditions excepting as to term. Written notification of the Lessee(s)'s intention to holdover shall be given to the Lessor at his last known address, not less than 30 days before the expiration of the term of this Lease or any renewal hereof. Lessee may not holdover for more than a total of six (6) months and said tenancy shall terminate at the end of the month in which Lessee vacates therefrom.
- XV. During the period of this lease or any renewal hereof, the same may be terminated by Lessee by written notice of **CANCELLATION**, mailed to the Lessor at his last known address at least 60 days prior to the effective date of such cancellation.
- XVI. **SELF-INSURANCE.** Lessee represents to Lessor that it shall be liable in accordance with the same rules of law applicable to suits between private parties as provided by Ohio Revised Code Section 2743.02, other statutes, and caselaw. Lessee further represents that it does not have a liability insurance carrier, but that it has the resources and authority, subject to an appropriation by the Ohio General Assembly, to pay damages if liable.
- XVII. The Lessor shall, at its sole cost and expense, **RECORD** a memorandum of this Lease and any addendum to this Lease in the office of the County Recorder of Fairfield County. Lessor's failure to record these documents pursuant to the Ohio Revised Code shall render them null and void and there shall be no agreement whatsoever between Lessor and Lessee. Lessor shall, as proof of recording, return one original recorded copy of the Memorandum of Lease or any Addendum of Lease to the Ohio Department of Public Safety, State Highway Patrol Facilities Manager, 1970 West Broad Street- 5th Floor, Columbus, Ohio 43223.
- XVIII. All notices and correspondence shall be addressed as follows unless written notice of change is sent to the other party:
- Lessee:
- Ohio Department of Public Safety
Bureau of Motor Vehicles/Ohio State Highway Patrol
Facility Management Office
1970 West Broad Street 5th Floor
PO Box 182074
Columbus OH 43218-2074
- Lessor:
- Fairfield County Commissioners
210 East Main Street -- Room 301
Lancaster, Ohio 43130
- XIX. The words "Lessor", "Lessee", and "Sublessee", wherever used in this Lease, shall include the successors and assigns of the Lessor, Lessee, and Sublessee, respectively.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR

Witnesses as to Lessor:

Jacqueline D. Long
Signature
Jacqueline D. Long
Printed Name

Christina Foster
Signature
Christina Foster
Printed Name

LESSOR

Fairfield County Commissioners Office

BY: Judith K. Shupe
Signature
Jon Myers
Printed Name
Mike Kiger
Signature

Printed Name

Signature

Printed Name

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, Fairfield County, ss:

On this 30th day of September, 2003 before me personally appeared

Jon Myers, Judith K. Shupe, & Mike Kiger known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



JACQUELINE D. LONG
Notary Public, State of Ohio
My Commission Expires
8-22-07

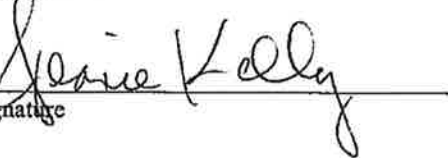
Jacqueline D. Long
Notary Public, State of Ohio
My commission expires 8/22/07

LESSEE

Witnesses as to Lessee:


Signature

R. Imhoff
Printed Name


Signature

Printed Name

LESSEE
Ohio Department of Public Safety
Bureau of Motor Vehicles

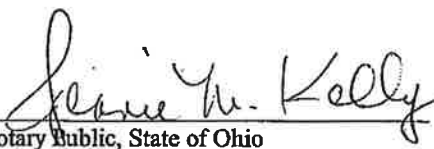
BY: 
Kenneth L. Morckel, Director
Ohio Department of Public Safety

ACKNOWLEDGMENT BY THE LESSEE

State of Ohio, Franklin County, ss:

On this 8th day of October, 2003, before me personally appeared Kenneth L. Morckel, known to me to be the Director of the Ohio Department of Public Safety, Bureau of Motor Vehicles, who acknowledged that he executed the foregoing LEASE for and on behalf of the Ohio Bureau of Motor Vehicles, that the same is his free and voluntary act and deed, and that he is duly authorized to enter into said LEASE.




Notary Public, State of Ohio

My commission expires 11-20-2004

A Resolution Authorizing the Approval of a Lease Agreement with the State of Ohio Department of Public Safety at The Fairfield Center

WHEREAS, The Board of County Commissioners is committed to providing excellent government services in the northwest part of the County and has developed The Fairfield Center Complex for that purpose, and

WHEREAS, The State of Ohio Department of Public Safety provides essential services and wishes to operate a Deputy Registrar location at the Fairfield Center, and

WHEREAS, this agreement details the terms and conditions for the leasing of office space located in The Fairfield Center; and

WHEREAS, the Fairfield County Facilities Director recommends that the lease for the property located at 12943 Stonecreek Drive, Pickerington, Ohio, be approved as such; and

WHEREAS, the proposed lease agreement has been approved by the County Prosecutor as to form,

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

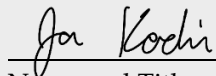
Section 1. The Board of County Commissioners approves the attached Lease Agreement with The State of Ohio Department of Public Safety, as the lessee of the office space at 12943 Stonecreek Drive, Pickerington, Ohio, and authorizes the president of the Commission to sign the agreement.

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$50,000
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Name and Title

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

STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY

L-E-A-S-E

- I. THIS LEASE WITNESSETH: THAT in consideration of the rentals herein reserved and mutual covenants expressed,

Fairfield County Board of Commissioners
210 East Main Street, Room 301
Lancaster, Ohio 43130

hereinafter referred to as the **Lessor**, does hereby demise and lease to:

Ohio Department of Public Safety
1970 West Broad Street, Suite 428
Columbus, Ohio 43223

hereinafter referred to as the **Lessee**, all those premises known and described as:

Pickerington Deputy Registrar
12943 Stonecreek Drive
Pickerington, Ohio 43147

The **Lessee**, does hereby rent and leases from Lessor, upon and subject to the terms and provisions of this lease, certain premises, such premises being the space consisting of approximately **1,586** rentable square feet of space and a minimum of 50 non-exclusive parking spaces with additional parking spaces, as near as possible to our customer entrance, properly marked that meet all ADA requirements.

- II. TO HAVE AND TO HOLD the same with any appurtenances included, unto the said Lessee from the 1st day of September, 2023 for and during the term ending on the 30th day of June, 2024, with five (5) automatic renewals of two years at the agreed-upon rate shown below and subject to the same terms and conditions, contingent on appropriation of such funds by the Ohio General Assembly in accordance with Ohio Revised Code §126.07.

Total annual rental cost through June 30, 2024, will be \$0.00. The deputy registrar will only pay prorated utilities until July 1, 2024, at which time the base rental cost will be approximately **\$12.00 per square foot or \$19,032.00** annually, for the entire demised premises.

Common Area Maintenance (CAM) fee is calculated at **\$2.00 per square foot, \$3,172.00 annually, \$264.33 per month.** The Lessee will pay the CAM fee to the Lessor along with the rental payment. The CAM fee may increase at each renewal term for increases in common area maintenance charges, provided that:

- a) The Lessor provides written notice six months prior to the renewal term;
- b) The increase does not exceed five percent (5%) of the prior term's CAM fee; and
- c) The Lessor provides justification for the increase of the CAM fee to the sole satisfaction of the Department of Public Safety.

Rent is payable directly to the Lessor by the Deputy Registrar on the first day of each month in the amount of \$_____. It is agreed that rent shall commence on the actual date of occupancy or as agreed between both parties.

- III. It is agreed that the Lessee is entitled to unlimited, two-year **RENEWAL OPTIONS** at the rate indicated below. For all future renewals, the Lessor must notify Lessee in writing of intent to adjust rents at least 6 months prior to expiration. Such notice must be supported by documentation of increased costs to Lessor. Any rental increase shall be negotiated in good faith and not exceed the Consumer Price Index. During such renewal, all other terms, covenants and conditions contained in this lease shall continue and be in full force and effect.

Future rental schedule:

Renewal Period	Base Rent (per Sq. Ft.)	CAM (per Sq. Ft.)		Total Yearly Cost (Base Rent + CAM)	July Monthly Rent	August to June Monthly Rent
July 1, 2024– June 30, 2025	12.00	2.00	14.00	\$22,204.00	\$1,850.37	\$1,850.33
July 1, 2025– June 30, 2027	12.00	2.00	14.00	\$22,204.00	\$1,850.37	\$1,850.33
July 1, 2027– June 30, 2029	12.30	2.25	14.42	\$22,870.12	\$1,905.88	\$1,905.84
July 1, 2029– June 30, 2031	12.50	2.35	14.85	\$23,552.10	\$1,962.73	\$1,962.67

- IV. It is understood and agreed that the Lessee may SUBLEASE the demised premises to any successful proposer who is awarded the contract to operate as a Deputy Registrar at this location, a Driver Exam Station, or the Clerk of Courts for use as a Title Agency.
- V. It is agreed that this lease and any renewal thereof is subject to the appropriation and certification of **AVAILABLE FUNDS**, pursuant to Ohio Revised Code, section 126.07 and approval by the State Controlling Board if deemed applicable by the Director of Public Safety.
- VI. Lessee agrees to refrain from committing **WASTE** on said premises and to deliver possession thereof to the Lessor at the conclusion of this lease in substantially as good condition as at the commencement of this lease, damages arising from any circumstances beyond the control of the Lessee and normal wear and tear excepted. If such waste should occur, Lessee may be held responsible for damages.
- VII. Lessor covenants that it is in **RIGHTFUL POSSESSION** of the premises and that upon payment of the rental fee it will warrant and defend the title of the Lessee against any and all claims whatsoever, not arising out of this Lease. Lessor further warrants that the Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the premises.
- VIII. Lessor shall comply with all federal, state and local building codes, zoning codes, occupancy permits, fire codes applicable to this lease. Lessor shall during the term of this lease keep the premises in compliance with any and all **APPLICABLE STANDARDS** which have been or will be promulgated by the Federal Occupational Safety and Health

Administration pursuant to the Federal Safety and Health Act of 1970, 29 U.S.C. 651 to 678 (1970).

The Lessor shall comply with all applicable provisions of Ohio Revised Code Chapter 4115, entitled Wages and Hours on Public Works.

The Lessee encourages the Lessor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors in fulfilling any of its responsibilities under this Agreement.

The Lessor shall maintain the premises in accordance with the Federal Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. sections 12101 to 12213 (1990), as amended, and with all applicable regulations.

The Lessor shall comply with all applicable Affirmative Action and Equal Employment Opportunity laws, including: 29 U.S.C. Sections 621 to 634 (*The Age Discrimination in Employment Act of 1967*), 42 U.S.C. Sections 2000e to 2000e-17 (*Title VII of the Civil Rights Act of 1964*, as amended), Ohio Revised Code Chapter 4112 and Ohio Administrative Code 123:1-49.

IX. **SERVICES BY THE LESSOR.** The Lessor agrees to perform all of the following functions at its own expense during the term of this lease or any renewal thereof:

A. Pre-occupancy services

1. Replace any fixtures attached to the building such as doors, sinks, faucets, etc., which are not in good working order.
2. Lessor shall provide a finished architectural blueprint of the demised space (including casework) to the Lessee – Facility Management office, for review and approval before proceeding with the construction and buildout.
3. The Lessor shall install all new major mechanicals, HVAC, sprinkler system, fire alarm, electrical, plumbing, etc., in the manner prescribed by law and ensure all systems are properly working.
4. Lessor shall construct interior improvements depicted on the attached schematic, including perimeter and interior partitions, dry walled, taped, sanded, and painted with two coats of semi-gloss paint.
5. Install new exterior doors, glass work, and windows in the office, as depicted on the schematic.
6. Install interior doors and hardware, ADA compliant bathrooms to include dry walled ceilings, all plumbing and plumbing fixtures, break room counters/cabinets, the breakroom sink---including garbage disposal. Lessor will provide plumbing in the breakroom, all electric service in the leased space to include all wall receptacles and counter electric wiring and conduit with junction boxes for phone/data wiring (including pull strings) for all counter terminals (number to be confirmed), and DX testing kiosks, as depicted on the schematic, and per BMV specifications.
7. Lessor will prepare, smooth and level all floors to have them ready for new flooring installation.
8. Lessor will provide and install all restroom flooring.

9. Lessee will provide and have installed all other flooring at Lessee's expense (with carpeting and hard surface material to be confirmed) as designated by the Lessee and as shown on the floor plan.
 10. Lessor will also install acoustic tile suspended ceiling, and 2 x 4 florescent light fixtures. Lessee will approve the color selections and all materials used.
 11. Lessor will clean and remove all debris after the buildout is complete to make it final clean/move-in ready prior to Lessee occupying the premises.
 12. Lessor will obtain all appropriate building permits and provide an occupancy permit for 49 occupants for the premise, upon completion of the services, as outlined in Article VIII above.
 13. Lessor to install window and exterior signage.
 14. Lessor will have thermostat installed in a separate zone for the deputy suite.
- B. Maintenance services
1. Pay all taxes and assessments accruing against said premises.
 2. Maintain the premises including but not limited to roof, heating, air conditioning, electrical and plumbing facilities. Coordinate all such maintenance with the Lessee. Repair or replace any fixtures attached to the building such as doors, sinks, faucets, etc., if they fail to be in good working order.
 3. Assume liability for glass breakage, unless due to Lessee negligence.
 4. Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit throughout the premises regardless of outside temperatures.
 5. Provide hot and cold running water.
 6. Provide and maintain landscape service for all unpaved exterior areas, if applicable.
 7. Provide exterior lighting.
 8. Provide all exterior building maintenance.
 9. Provide minor, routine interior maintenance.
 10. Provide prompt removal of snow and ice from sidewalk(s), pathway(s) and parking area(s) and fully clear all handicapped parking areas and access ramps. Such removal to occur after cumulative snowfall of two (2) inches and/or before agency business hours in the event of overnight precipitation.
 11. Provide access to the premises to any third party service providers authorized by the Lessee, including but not limited to, cable, internet and telephone.
 12. Maintain parking lot and appropriate markings. Lessor will make all repairs to the parking lot, Cold patch repairs shall be made by the Lessor within ten (10) days of Lessee's notice, with permanent repairs made within four (4) months of said notice.
 13. Provide and maintain emergency exit lights and signs, and fire extinguishers, as required by law.
 14. Provide trash removal.
 15. Paint interior every five (5) years.
 16. Provide and replace light bulbs as needed.

17. Provide pest extermination services if an issue is identified by the Lessee.
 18. Change or re-key exterior door locks and provide 2 keys for each lock each time a change in the Sublessee occurs.
 19. Provide routine janitorial services in the customer waiting area and up to the deputy's counter.
 20. Lessor will maintain an occupancy permit of 49 occupants for the office.
- C. Emergency repair or special circumstance services: if applicable

In the event Lessor fails to provide any services required of Lessor under this Lease, Lessee shall notify Lessor in writing of the service or services which are not being provided. If Lessor does not provide same within 10 days of the date of such notice, Lessee may provide the service and deduct the cost thereof from the rents reserved herein. In extreme cases of negligence, Lessee reserves the right to terminate this Lease by written notice of termination at any time after expiration of said 10 days.

X. LESSEE RESPONSIBILITIES:

- A. To cause payment to the Lessor of the rentals as they fall due.
- B. Abide by such reasonable rules and regulations required by the Lessor to assure proper operation of the premises, provided such rules and regulations are not inconsistent with the terms of this lease.
- C. Comply with any statutes, orders or regulations issued by the state, city, county or federal authorities that are applicable to the Lessee's use and occupancy of the premises.
- D. Pay for its own telecommunication services and installations.
- E. Provide right of access to the Lessor to do maintenance on space after prior approval of Lessee. Access shall not be unreasonably denied.
- F. Reimburse the Lessor for prorated electric, gas, water and sewage.
- G. Secure and pay for its own monthly monitoring service charge for its own alarm system, if applicable.
- H. Provide and pay for janitorial services behind the counter (in the employee work areas, deputy's office, storage area, and break room), and the storage closet located in the customer lobby area.
- I. Provide commercial grade rubber backed mats at the entrance to premises.
- J. BMV to have Excel install data lines on site to a sub Dmarc in the deputy registrar's storage room.

- XI. Lessee shall have the right, with approval of Lessor, to make **ALTERATIONS**, attach fixtures and erect additions, structures and signs in or upon the premises at its own expense. Any such structures whether during the period of this Lease or any renewal hereof, or under a previous Lease between the parties for these premises, shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of the Lease or any renewal hereof unless otherwise agreed by the Parties.

- XII. If the premises described in this Lease be destroyed by fire or other casualty, this Lease shall immediately terminate at the option of the Lessee. In case of partial damage or **DESTRUCTION** so as to render the premises untenable, the Lessee may terminate this Lease by giving written notice to the Lessor after the occurrence of said partial damage or destruction and effective upon Lessee vacating the premises.
- XIII. It is further agreed that the Lessee may, at its option, **HOLDOVER** after the expiration of the Lease or any renewal hereof, and such occupancy shall be regarded as a tenancy from month-to-month under these same conditions excepting as to term. Written notification of the Lessee(s)'s intention to holdover shall be given to the Lessor at his last known address, not less than 30 days before the expiration of the term of this Lease or any renewal hereof. Such holdover terminates at the end of the month in which Lessee vacates therefrom, but will not exceed six months unless otherwise agreed upon between the Lessor and Lessee.
- XIV. During the period of this lease or any renewal hereof, the same may be terminated by Lessee by written notice of **TERMINATION**, mailed to the Lessor at his last known address at least 90 days prior to the effective date of such termination. Notwithstanding the foregoing, 90 day notice is not required in the event of Lessor's failure to provide services as described in Section IX.
- XV. **SELF-INSURANCE.** Lessee represents to Lessor that it will be responsible in accordance with the same rules of law applicable to suits between private parties as provided by Ohio Revised Code Section 2743.02, other statutes, and case law. Lessee further represents that it does not have a liability insurance carrier, but that it has the resources and authority, subject to an appropriation by the Ohio General Assembly, to pay damages if liable.
- XVI. **OHIO ETHICS CLAUSE:** Per O.R.C. 102.04 (D): The Lessor affirms by his/her signature that he/she is not elected or appointed to an office of or employed by the General Assembly or any department, division, institution, instrumentality, board, commission, or bureau of the State, excluding the Courts,

Or

The Independent Contractor affirms by his/her signature that he/she is a public official appointed to a non-elective office or is a public employee, but, is exempt from the provisions of O.R.C. 102.04 (A) or (B) because,

1. The Lessor is supplying the good and/or services which are subject of the agreement to an agency other than the one with which he/she serves; AND
2. The Lessor has filed the required statements with the following agencies:
 - a. The appropriate ethics commission; AND
 - b. The public agency with which he/she serves; AND
 - c. The public agency to which the goods and/or services will be provided.

- XVII. In the event of sale of the property by Lessor, Lessor shall require the purchaser to take the property subject to Lessee's leasehold interests, require the purchaser to fulfill the obligations of the Lessor under this Lease, and to ensure the Lessee's right of possession and quiet enjoyment are not compromised.
- XVIII. All notices and correspondence shall be addressed as follows unless written notice of change is sent to the other party:

Lessor: **Fairfield County Board of Commissioners
210 East Main Street, Room 301
Lancaster, Ohio 43130**

Lessee: **Ohio Department of Public Safety
Office of Facility Management
Leasing & Land Management
1970 West Broad Street, Suite 428
Columbus OH 43223**

- XIX. The words "Lessor" and "Lessee", wherever used in this Lease, shall include the successors and assigns of the Lessor and Lessee, respectively.
- XX. **OHIO ELECTIONS LAW.** Lessor affirms that, as applicable to it, no party listed in O.R.C. 3517.13 (I) or (J) (including an individual, partner, shareholder, administrator, executor, trustee, or owner of more than twenty percent of the corporation or business trust), nor the spouse of such party, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars (\$1,000.00) to the Governor or to the Governor's campaign committee, consistent with the restrictions under O.R.C. 3517.13 (I) and (J).
- XXI. **EXECUTIVE ORDER 2019-12D, BANNING THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES:** The Lessor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The Lessor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Lessor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

A. Termination, Sanction, Damages:

If Lessor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services.

If Lessor or any of its subcontractors perform any such services, Lessor shall immediately return to the State all funds paid for those services. The State may also recover from the Lessor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Lessor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Lessor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Lessor of a breach and permit the Lessor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Lessor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Lessor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Lessor performed outside of the United States, costs associated with corrective action, or liquidated damages.

B. Assignment / Delegation:

The Lessor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

XXII: This Lease shall be considered, interpreted, and the rights of the parties determined according to Ohio law. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Lease shall not be affected by such determination.

(Remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

**LESSOR
FAIRFIELD COUNTY BOARD OF COMMISSIONERS**

By: [Signature] (1)
Name: _____
Title: _____
Date: _____

By: [Signature] (2)
Name: _____
Title: _____
Date: _____

By: [Signature] (3)
Name: _____
Title: _____
Date: _____

Witnesses:

[Signature]
Name: _____

[Signature]
Name: _____

[Signature]
Name: _____

[Signature]
Name: _____

[Signature]
Name: _____

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, Fairfield County, ss: (1)

On this 3rd day of October, 2023, before me personally appeared Steve Davis known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Marie Menningen
Notary Public, State of: Ohio
My Commission Expires: January 18, 2028

State of Ohio, Fairfield County, ss:

On this 3rd day of October, 2023, before me personally appeared Jeffrey J. [Signature] known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Marie Menningen
Notary Public, State of: Ohio
My Commission Expires: January 18, 2028

State of Ohio, Fairfield County, ss: (3)

On this 3rd day of October, 2023, before me personally appeared David L. Lucey known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Marie Menningen
Notary Public, State of: Ohio
My Commission Expires: January 18, 2028

LESSEE

Ohio Department of Public Safety

Witnesses as to Lessee:

BY: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date: _____

Signature

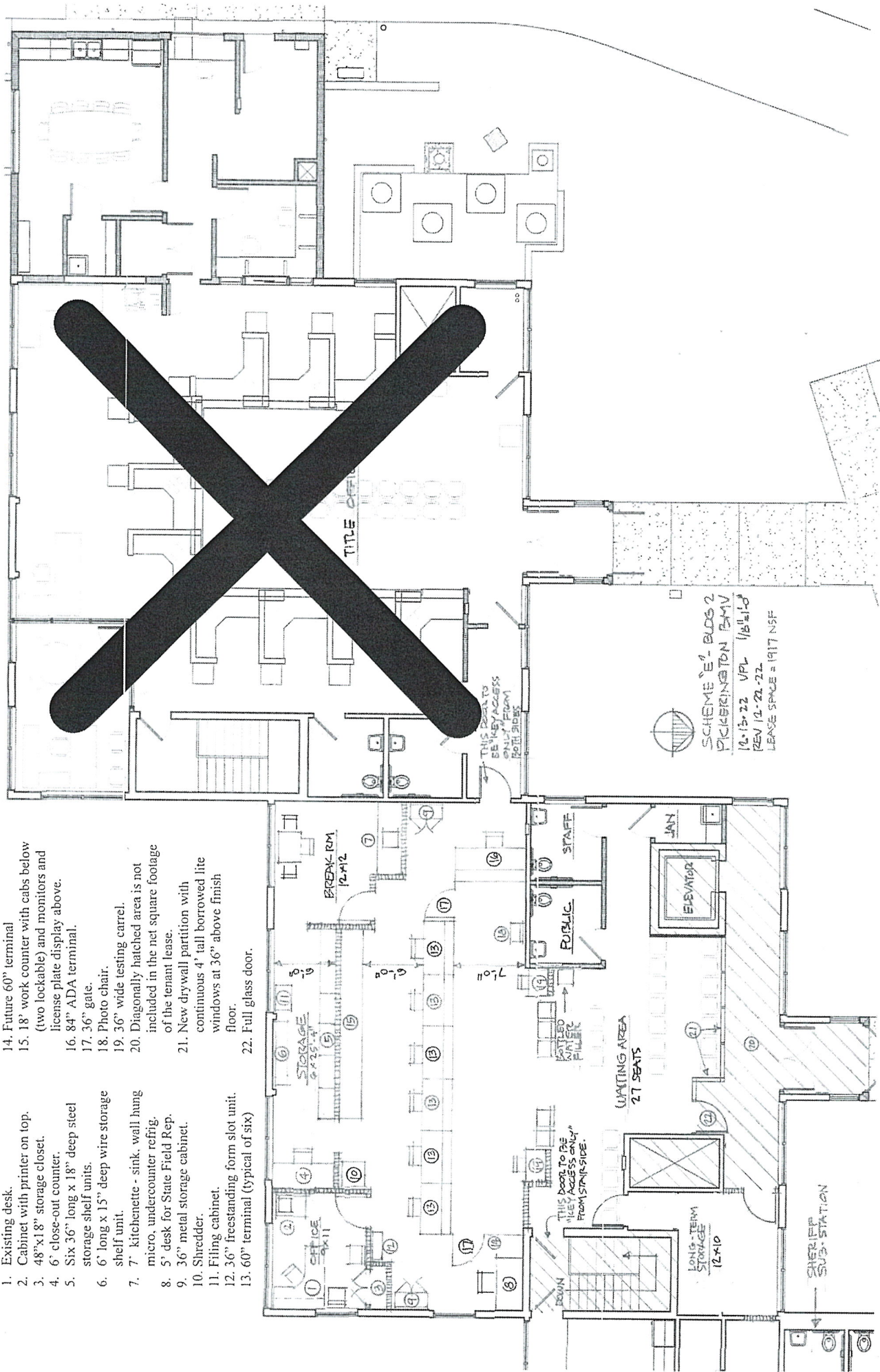
Printed Name

Signature

Printed Name

1. Existing desk.
2. Cabinet with printer on top.
3. 48"x18" storage closet.
4. 6' close-out counter.
5. Six 36" long x 18" deep steel storage shelf units.
6. 6' long x 15" deep wire storage shelf unit.
7. Kitchenette - sink, wall hung micro, undercounter refriger.
8. 5' desk for State Field Rep.
9. 36" metal storage cabinet.
10. Shredder.
11. Filing cabinet.
12. 36" freestanding form slot unit.
13. 60" terminal (typical of six)

14. Future 60" terminal
15. 18' work counter with cabs below (two lockable) and monitors and license plate display above.
16. 84" ADA terminal.
17. 36" gate.
18. Photo chair.
19. 36" wide testing carrel.
20. Diagonally hatched area is not included in the net square footage of the tenant lease.
21. New drywall partition with continuous 4' tall borrowed lite windows at 36" above finish floor.
22. Full glass door.



SCHEME "E" - BLDG 2
 PICKERINGTON BMW
 12-13-22 VPL 1/8/18
 REV 12-22-22
 LEASE SPACE = 1917 NSF

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Lease Agreement with the State of Ohio
Department of Public Safety at The Fairfield Center

(Fairfield County Facilities)

Approved as to form on 10/2/2023 11:20:01 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

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

Signature Page

Resolution No. 2023-10.03.I

A Resolution Authorizing the Approval of a Lease Agreement with the State of Ohio
Department of Public Safety at The Fairfield Center

(Fairfield County Facilities)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy,
this resolution has been Adopted:

Voting:

Steven A. Davis, President	Aye
David L. Levacy, Vice President	Aye
Jeffrey M. Fix, Member	Aye

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



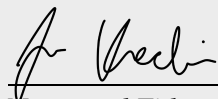
Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—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 \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement
 5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this _____ day of _____, 20_____.



Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of Addendum 4 to Lease Agreements with the Ohio Department of Public Safety

(Fairfield County Facilities)

Approved as to form on 4/4/2025 10:40:55 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

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

Signature Page

Resolution No. 2025-04.08.I

A Resolution Authorizing the Approval of Addendum 4 and Addendum 2 to Lease Agreements with the Ohio Department of Public Safety

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

WHEREAS, Fairfield County Job & Family Services expended funds from the public assistance fund for costs attributable to the Wendy's Wonderful Kids Grant program administered by Children Services division of Job and Family Services, and

WHEREAS, the Wendy's Wonderful Kids Grant program has received funds to cover these costs and such funds have been deposited in the sub fund (8056) Wendy's Wonderful Kids of the children services fund (2072) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover the costs from the Wendy's Wonderful Kids Sub Fund (8056),

NOW THEREFORE,

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

Section 1. That the Fairfield County Auditor reflect the following memo receipt:

12201807-434042 REIMB – WWK (Reimbursement from Wendy's Wonderful Kids) \$48,770.84

This amount represents costs owed to the PA fund for July 2024 thru March 2025.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant,

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

reimbursing the public assistance fund for costs incurred by the Wendy's Wonderful Kids Grant (Children Services division).

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207213 900000 Special Reporting

Amount: \$48,770.84

Prepared by: *Morgan Fox, Fiscal Officer*

Jul-24	\$	4,813.56		\$	23,182.16	
Aug-24	\$	4,813.56		\$	27,995.72	
Sep-24	\$	4,813.56	-	\$	32,809.28	
Oct-24	\$	5,197.56		\$	38,006.84	
Nov-24	\$	7,796.34		\$	45,803.18	
Dec-24	\$	5,232.98	-	\$	51,036.16	

WWK to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes
2025				
Jan-25	\$	5,367.76	\$	56,403.92
Feb-25	\$	5,367.76	\$	61,771.68
Mar-25	\$	5,367.76	\$	67,139.44

Resolution No. 2025-04.08.m

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

71700300- 434410 Reimbursement - \$64.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$64.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-04.08.n

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800- 433000 Reimbursement - \$1,540.75

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12259907-530005 Contract Services - Other
Amount: \$1,540.75

Prepared by: Morgan Fox, Fiscal Officer
cc: Courtney Martin, Lancaster-Fairfield Public Transit

Ticket 2043560

FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130

Provider: **Fairfield County Transit**
Address: **746 Lawrence Street**

Phone #: **740-681-5086**
City: **Lancaster**

Zip Code: **43130**

EXPENSES:	Current Month	Service Month: January	Year: 2025
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1349		
Total Trip Amount	\$39,150.00		
Total Wait Time	274		
Total Wait Time Amount	\$6,837.50		
Total # Miles	15,524		
Total Milage Amount	\$84,865.00		
NEMT Scheduler Salary/Fringe	\$4,635.28		
Total Cost for Service Month	\$135,487.78		
Adjustments			
TOTAL BILLED	\$135,487.78		

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: _____

Title: **Transit Director**

Date: **3/17/2025**

WIOA CCMEP: \$1,540.75
TANF CCMEP: \$5,068.50
TANF: \$1,932.50
NEMT: \$126,946.03

☒ Please check box indicating that you are authorized to submit invoice electronically

Resolution No. 2025-04.08.o

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800- 433000 Reimbursement - \$132,083.70

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12201812-530000 Contractual Services

Amount: \$125,953.95

Account: 12201812-530005 Contract Services - Other

Amount: \$6,129.75

Prepared by: Morgan Fox, Fiscal Officer

cc: Courtney Martin, Lancaster-Fairfield Public Transit

FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130

Ticket 2043801

Provider: **Fairfield Public Transit**
Address: **746 Lawrence Street**

Phone #: **740-681-5086**
City: **Lancaster**

Zip Code: **43130**

EXPENSES:	Current Month	Service Month: Feburary	Year: 2024
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1374		
Total Trip Amount	\$40,650.00		
Total Wait Time	270		
Total Wait Time Amount	\$6,750.00		
Total # Miles	14,985		
Total Milage Amount	\$82,071.00		
NEMT Scheduler Salary/Fringe	\$4,379.70		
Total Cost for Service Month	\$133,850.70		
Adjustments			
TOTAL BILLED	\$133,850.70		

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: **Aaron Kennedy**

Title: **Transit Director**

Date: **3/31/2025**

WIOA CCMEP: \$1,767
TANF CCMEP: \$6,129.75
TANF: \$301
NEMT: \$125,652.95

☒ Please check box indicating that you are authorized to submit invoice electronically

Resolution No. 2025-04.08.p

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800- 433000 Reimbursement - \$133,947.03

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12201812-530000 Contractual Services

Amount: \$128,878.53

Account: 12201812-530005 Contract Services - Other

Amount: \$5,068.50

Prepared by: Morgan Fox, Fiscal Officer

cc: Courtney Martin, Lancaster-Fairfield Public Transit

Ticket 2043560

FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130

Provider: **Fairfield County Transit**
Address: **746 Lawrence Street**

Phone #: **740-681-5086**
City: **Lancaster**

Zip Code: **43130**

EXPENSES:	Current Month	Service Month: January	Year: 2025
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1349		
Total Trip Amount	\$39,150.00		
Total Wait Time	274		
Total Wait Time Amount	\$6,837.50		
Total # Miles	15,524		
Total Milage Amount	\$84,865.00		
NEMT Scheduler Salary/Fringe	\$4,635.28		
Total Cost for Service Month	\$135,487.78		
Adjustments			
TOTAL BILLED	\$135,487.78		

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

Signature of Provider: _____

Title: Transit Director

Date: 3/17/2025

WIOA CCMEP: \$1,540.75
TANF CCMEP: \$5,068.50
TANF: \$1,932.50
NEMT: \$126,946.03

☒ Please check box indicating that you are authorized to submit invoice electronically

Resolution No. 2025-04.08.q

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

WHEREAS, FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt:

12290800- 433000 Reimbursement - \$1,767.00

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12259907-530005 Contract Services - Other
Amount: \$1,767.00

Prepared by: Morgan Fox, Fiscal Officer
cc: Courtney Martin, Lancaster-Fairfield Public Transit

FAIRFIELD COUNTY JOB AND FAMILY SERVICES
239 WEST MAIN ST
LANCASTER, OHIO 43130

Ticket 2043801

Provider: **Fairfield Public Transit**
Address: **746 Lawrence Street**

Phone #: **740-681-5086**
City: **Lancaster**

Zip Code: **43130**

EXPENSES:	Current Month	Service Month: Feburary	Year: 2024
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1374		
Total Trip Amount	\$40,650.00		
Total Wait Time	270		
Total Wait Time Amount	\$6,750.00		
Total # Miles	14,985		
Total Milage Amount	\$82,071.00		
NEMT Scheduler Salary/Fringe	\$4,379.70		
Total Cost for Service Month	\$133,850.70		
Adjustments			
TOTAL BILLED	\$133,850.70		

I hereby certify that all recipients provided transportation were duly authorized
Medicaid eligible individuals and that the transportation was provided in accordance
with Chapter 5160-15 of the OAC:

Signature of Provider: **Aaron Kennedy**

Title: **Transit Director**

Date: **3/31/2025**

WIOA CCMEP: \$1,767
TANF CCMEP: \$6,129.75
TANF: \$301
NEMT: \$125,652.95

☒ Please check box indicating that you are authorized to submit invoice electronically

Resolution No. 2025-04.08.r

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve Final Acceptance of the Chesapeake, Milnor Road Improvements Subdivision [Regional Planning]

WHEREAS, the public improvements of the Chesapeake, Milnor Road subdivision have now been completed pursuant to the requirements of the Fairfield County Subdivision Regulations,

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

Section 1. That this Board hereby grants final acceptance of the public improvements for the Chesapeake, Milnor Road Improvements subdivision and releases the maintenance bond for said subdivision.

Prepared by: Joshua Hillberry
cc: Regional Planning

Signature Page

Resolution No. 2025-04.08.s

A resolution to approve Final Acceptance of the Chesapeake, Milnor Road
Improvements Subdivision

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve Conditional Acceptance of Pine Hill Estates,
Section 2 Subdivision [Regional Planning]**

WHEREAS, the developer of the Pine Hill Estates subdivision, Bloom Township, has completed the public improvements for Sections 2 in accordance with the approved construction drawings.

**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 public improvements for Pine Hill Estates, Section 2 subdivision, subject to the three-year maintenance requirements.

Prepared by: Joshua Hillberry
cc: Regional Planning

Resolution No. 2025-04.08.t

A resolution to approve Conditional Acceptance of Pine Hill Estates, Section 2
Subdivision

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the purchasing of a gun by a retiring officer.

WHEREAS, the Fairfield County Sheriff's Office purchased a gun for Deputy Michael Myers for the purpose of law enforcement (Glock Model 43X Serial #BTFT913); and

WHEREAS, Deputy Myers retires effective May 30, 2025; and

WHEREAS, Deputy Myers would like to take possession of said weapon;

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

Section 1. That the Fairfield County Board of Commissioners approve giving Deputy Michael Myers said weapon for \$1.

Prepared by: Elisa Dowdy
cc: Angel Horn - Finance

Elisa Dowdy

Fairfield County Sheriff's Office
345 Lincoln Avenue
Lancaster, Ohio 43130

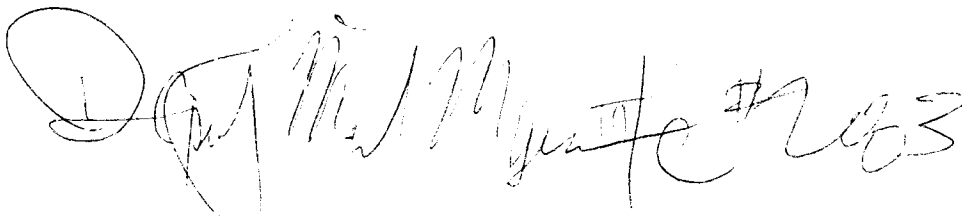
Subject: Retirement purchase of secondary weapon

Dear Elisa,

I am writing this letter to formally purchase my secondary weapon. The weapon is a **Glock Model 43X** Serial number: **BTFT913**.

I have enclosed my dollar as per OPBA Agreement; Article 28.1.

Sincerely,

A handwritten signature in black ink, appearing to read "Deputy Michael Myers #283". The signature is stylized with a large initial "D" and "M".

Deputy Michael Myers FC#283

Resolution No. 2025-04.08.u

A resolution to approve the purchasing of a gun by a retiring officer

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of 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 April 10, 2025.

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

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 - COMMISSIONERS ADMIN									
FUND: 1001 - GENERAL FUND									
5424514	4/10/2025	7112	FRIENDS OF ADAMH COMMITTEE	104	3/31/2025	25003774	C0408	ANNUAL DINNER 2025	120.00
1589804	4/10/2025	80132	AUNDREA N CORDLE	4/1/25	4/1/2025	340	C0408	SHRM RECERTIFICATION REIMBURSEMENT	165.00
TOTAL: COMMISSIONERS ADMIN									285.00
Summary Total for this report:									285.00

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$285.00
Summary Total For This Report:	\$285.00

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

FAIRFIELD COUNTY



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 0000			001102		FAIRFIELD NAT'L MAIN 9143							
CHECK NO	CHK	DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET	
						DOCUMENT	INVOICE	DTL	DESC			
1589804	04/10/2025	EFT	80132	AUNDREA N	CORDLE	2025 751928	4/1/25	04/01/2025	340	C0408	165.00	
Invoice: 4/1/25						165.00	12100100	530000	SHRM RECERTIFICATION REIMBURSEMENT CONTRACTUAL SERVICES			
								CHECK	1589804	TOTAL:	165.00	
5424514	04/10/2025	PRTD	7112	FRIENDS OF ADAMH	COM	2025 751926	104	03/31/2025	25003774	C0408	120.00	
Invoice: 104						120.00	12100100	558000	ANNUAL DINNER 2025 TRAVEL REIMBURSEMENT			
								CHECK	5424514	TOTAL:	120.00	
NUMBER OF CHECKS								2	*** CASH ACCOUNT TOTAL ***			285.00
								COUNT	AMOUNT			
TOTAL PRINTED CHECKS								1	120.00			
TOTAL EFT'S								1	165.00			
										*** GRAND TOTAL ***	285.00	

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: mbowland

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2025	4	338											
APP	1001-202000				04/10/2025	C0408		C0408		ACCOUNTS PAYABLE		285.00	
										AP CASH DISBURSEMENTS JOURNAL			
APP	0000-001102				04/10/2025	C0408		C0408		FAIRFIELD NAT'L MAIN 9143			285.00
										AP CASH DISBURSEMENTS JOURNAL			
										GENERAL LEDGER TOTAL		285.00	285.00
APP	1001-001000				04/10/2025	C0408		C0408		POOLED CASH			285.00
APP	0000-001000				04/10/2025	C0408		C0408		POOLED CASH		285.00	
										SYSTEM GENERATED ENTRIES TOTAL		285.00	285.00
										JOURNAL 2025/04/338 TOTAL		570.00	570.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	SUBFUND	ACCOUNT		YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0000	0000	0000-001000	POOL CASH /	2025	4	338	04/10/2025	POOLED CASH	285.00	
		0000-001102						FAIRFIELD NAT'L MAIN 9143		285.00
								FUND TOTAL	285.00	285.00
1001	0000	1001-001000	GENERAL FU/	2025	4	338	04/10/2025	POOLED CASH	285.00	285.00
		1001-202000						ACCOUNTS PAYABLE		
								FUND TOTAL	285.00	285.00

A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
0000 CENTRAL DEPOSITORY		285.00	
1001 GENERAL FUND			285.00
TOTAL		285.00	285.00

** END OF REPORT - Generated by Meagen Bowland **

Resolution No. 2025-04.08.v

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.