

**Regular Meeting #18 - 2025**  
**Fairfield County Commissioners' Office**  
**April 22, 2025**

**Review Meeting**

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Jeffery Fix called the meeting to order, and Commissioners Steve Davis and David Levacy were also in attendance. 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 Officer, Staci Knisley; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Amy Brown-Thompson; Soil & Water Manager, Nikki Drake; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Office Administrator, Jeff Camechis; Deputy Utilities Director, Josh Anders; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Chris Snider, Jack Janoso, Alan Greenslade, Ally Kimber, and Drew Linnenbom.

Virtual attendees: Shelby Hunt, Shannon, Austin Lines, Ashley Arter, Paul, Jeanie, Jerry Starner, Beth Cottrell, Jennifer Morgan, Greg Forquer, Lori Hawk, Deborah, Josh Horacek, Jeff Barron, Lori Lovas, Marcy Fields, Stacy Hicks, Lynette Barnhart, Jim Bahnsen, Abby King, Jared Collins, Alex Lape, Amberly Hannum, Joe Ebel, and Britney Lee.

**Welcome**

Commissioner Fix opened the meeting by welcoming everyone in attendance.

**Utilities Update, Utilities Director Tony Vogel**

Mr. Vogel provided a presentation on current plans and the future of the Utilities Department. He spoke about the makeup of the Fairfield County Utilities Department (Utilities) which currently consists of 22 employees, 9 facilities, and 2 Water and Sewer Districts. The Utilities department currently produces 2M gallons of water per day, treats 2.6M gallons, and collects \$10.1M in service revenues and \$1.5M in connection fees. Fairfield County currently operates 3 well fields, and two additional fields will be operating soon. The Senior and Veterans Assistance Program has 206 customers who saved \$20,600 last year. The American Rescue Plan projects consist of the Grant Hampton waterline, the airport sewer and water project, the regional lift and force main project, and the Greenfield waterline. Mr. Vogel spoke about planned commercial and residential development in the county and about new legislation (HB 139). The proposed legislation would require annual fire hydrant inspection and flow testing which would increase operation costs and the loss of water.

Commissioner Davis asked about the ratio of sewer to water customers.

Mr. Vogel replied that there are few more sewer customers due to older houses having their sump pumps hooked into sewer lines in case of large rain events.

Commissioner Davis asked if water could be recaptured during the flow testing of fire hydrants.

Mr. Vogel replied that there is equipment that can be added that will lessen the water used in the flow testing of hydrants but there is no way to recapture the water.

Commissioner Fix added his support for Mr. Vogel and issues surrounding the proposed legislation.

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Commissioner Levacy complimented Mr. Vogel for assisting the county's townships and villages with their sewer and water issues.

Ms. Cordle added that Mr. Vogel also assisted the YMCA with stormwater issues.

Commissioner Fix stated that he is on the board of the County Commissioners Association of Ohio (CCAO) and the board has started contracting with smaller associations to help townships and villages with necessary steps to build their local infrastructure. Many small entities have very little staff. He asked if there is an opportunity to help them by having them contract with the county for some water and sewer services.

Mr. Vogel replied that it depends on what works financially for small entities.

Commissioner Fix spoke about having a conversation regarding how to assist townships and villages that do not have the necessary infrastructure to support their residents. He added his appreciation and admiration for Mr. Vogel's attendance, assistance, and knowledge in the meetings regarding land use and development throughout the county.

**Dinsmore FMC Conduit Debt Presentation**

Drew Linnenbom and Ally Kimbler of Dinsmore & Shohl LLP (Dinsmore) spoke about a bond document and allowing FMC to sell a small area of their property to Harcum House. The county has no financial responsibility with the transaction.

Commissioner Davis thanked everyone who worked on the proposal and added his support for the resolution.

Ms. Cordle asked about the timeline for Harcum House to purchase the property.

Mr. Linnenbom replied that he is hopeful the transaction will occur a few days after the passage of the Commissioners' resolution.

Ms. Kimbler added that the resolution drafted by Dinsmore authorizes FMC to sell a small part to Harcum House. She added that the bonds are not county debt and are conduit bonds which are solely repayable by Fairfield Medical Center.

Ms. Cordle stated that the Prosecutor's Office will review the resolution and documents.

Mr. Linnenbom added that there is another mortgage that must be released and that is being processed. The sale of the property can then move forward.

Commissioner Fix thanked Mr. Linnenbom and Ms. Kimbler for attending.

**Public Comments**

Ray Stemen spoke about the anniversary of his wife's death. He closed his remarks with a prayer for all decision makers in the county.

**Legal Update**

Amy Brown-Thompson stated that she had reviewed the resolution provided by Dinsmore and had no issues.

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**County Administration Update**

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

**Week in Review**

*Top Workplaces 2025*

Mr. Porter stated that Fairfield County had been recognized as a Top Workplace in Central Ohio for the fourth year in a row. He spoke about the other large private corporations that were among the other distinguishable workplaces and added that the award is based on employee responses.

Commissioner Fix stated that the Columbus Dispatch had an article and there were 60-70 employers recognized, and Fairfield County was the only government entity among the group. He added that the county's HR does things bigger and better than most employers.

Commissioner Levacy noted that Fairfield County moved up in the ranking from 2024.

*April is National County Government Month (NCGM)*

April is National County Government Month, and we are continuing to highlight the role that counties play in serving our residents and all Ohioans. April 22<sup>nd</sup>, today, is Earth Day, so today we will spotlight the Fairfield County Parks District. The Parks District was founded in 1981 and operates 1177 acres for education, recreation, and conservation. The Parks District also maintains and preserves many historical features. There are 12 parks across Fairfield County operated by the parks district. These parks feature covered bridges, waterways, trails, an ancient earthwork/mound, Ohio and Erie Canal Locks, tree houses, an early 1800's cemetery, soccer fields, and even a red-tailed hawk sculpture. Stebelton Park at Rock Mill is the home to an 1824 mill that was powered by the Hocking River. Next to Rock Mill is the Rock Mill covered bridge built in 1901 by Jacob R. "Blue Jeans" Brandt. The 1901 bridge was a replacement bridge for an original built in 1849. Two Glaciers Park was named because the property is where the last great glaciers to cover Ohio ended.

The Fairfield County Parks Districts has so many features to offer families and individuals of all ages. So, on Earth Day 2025, plan to visit one, or all the Parks in the Parks District this year.

This month, we also take time to honor key members of law enforcement:

- Last week was National Public Safety Telecommunicators Week, recognizing our dispatchers.
- May 4-10 is National Corrections Officers Week, honoring those who maintain order and safety in our jails.
- May 15 is Peace Officers Memorial Day, an occasion to remember and honor law enforcement officers who made the ultimate sacrifice in the line of duty.

As we reflect on County Government Month, please take a moment to appreciate the Fairfield County Sheriff's Office for all they do daily to protect and serve the residents, businesses, and visitors of our county.

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*Veterans Hall of Fame Grant*

Last week, Fairfield County was awarded a \$5,000 grant from America 250. This was the third and final round of grants awarded to fund programs and initiatives that will commemorate Ohio's important contribution to American history. Bennett Niceswanger submitted the grant application on behalf of the county. The maximum grant amount was \$5,000 and there were 57 grants awarded for a total of \$278,834. Fairfield County's project title was "Fairfield County Veterans Hall of Fame: Celebrating Local Veterans." The grant will fund educational materials, a marker which will be located near the Courthouse, and a ceremony to unveil the Fairfield County Veterans Hall of Fame. The marker will list historical content, and the impact Fairfield County veterans have had on the community.

*Issue 2 Yard Signs*

State Issue 2 yard signs are available for folks to take.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 13 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- The first resolution on the agenda is to remove the June 3<sup>rd</sup> Board of Commissioners' Meeting due to scheduling conflicts on that date. R.C. 305.06 requires that County Commissioners hold 50 meetings per year. The Commissioners' meeting schedule currently has 53 meetings. This resolution will mean that there are 52 meetings on the Commissioners' schedule for 2025.
- There is a resolution for a fund-to-fund transfer from the General Fund to fund #3910, the Sheridan Building Fund. This resolution allows for the transfer and appropriations of money for the Sheridan Center renovations.
- The Coroner's Office has a resolution to approve a contract for investigator services.
- The Engineer's Office has a contract to approve the 2025-2026 Winter season road salt contract.
- The Engineer's Office also has an amendment to the RUMA (Road Usage Maintenance Agreement) between Fairfield County and the Ohio Power Company. This amendment allows additional portions of roads to be added to the agreement.
- Facilities has two resolutions. The first is to authorize a contract with GAG Incorporated for landscaping services. The second is to approve the contract bid award to Gutknecht Construction for the Sheridan Conference Center Project. Gutknecht Construction submitted the lowest bid, in the amount of \$1,894,000, and was determined to be a responsive and responsible bidder.



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- Regional Planning has a resolution to approve the final public improvements to Spring Creek subdivision Section 3-1A.
- The Sheriff's Office has a resolution authorizing the donation of two 2014 and two 2016 Dodge Chargers to Meigs County.

**Calendar Review/Invitations Received**

- *The review of the calendar, invitations received, and correspondence were provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen.*
- Fairfield Beach Tornado Shelter Ribbon Cutting Ceremony, April 22, 2025, 1:00 p.m., 5056 Beaver Dr. NE, Thornville
- Bremen Chamber Luncheon, April 24, 2025, 12:00 p.m., Bremen Community Methodist Church, 205 N. Mulberry St., Bremen
- Ohio Attorney General's Elder Abuse Commission Meeting, April 28, 2025, 10:00 a.m., State Library of Ohio, 274 E. 1st Ave., Columbus
- Fairfield County Board of Elections' Candidate's Night April 30, 2025, 6:00 p.m., Board of Elections - Liberty Hall, 951 Liberty Dr., Lancaster
- Pickerington Food Pantry Spring Gala, May 3, 2025, 6:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
- The 2025 PACC Annual Awards & Athena Celebration, May 15, 2025, 5:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
- Save the Date, World Elder Abuse Awareness Day Event, June 11, 2025, 8:00 a.m., Life Church Vineyard, 5550 Lancaster-Newark Rd. NE, Pleasantville

**Correspondence**

- Correspondence Regarding Industrial Solar Projects

**Updates from Elected Officials and Department Heads**

Recorder McKenzie stated she will be attending and speaking at the upcoming County Recorders Association of Ohio meeting.

Mr. Camechis stated the Engineer's Office will soon fill the new salt barn.

Auditor Brown shared updates including the Park District's "Map of the Month" and her role as a judge at an Ohio Expo event at OU. The winner of the expo designed a site for women facing challenges in Afghanistan. She recently taught a seminar with 170 students pursuing careers in non-profit industries and helped host a DocLink seminar highlighting the new lot split application. The Daughters of the American Revolution will meet at 108 N. High, the site of their first meeting in 1900. The paycheck advice of County employees now features a new design with color and additional details. The Auditor also spoke about serving on the Ohio Supreme Court's Continuing Legal Education Board.

Ms. Drake spoke about an upcoming DEA drug take back event in Berne Township and an electronics recycling event.

Ms. Mattei reported that Amanda Township had recently adopted the model zoning code.

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Mr. Szabrak stated that the Area 20 Workforce Board will be assisting Ross County employees impacted by a potential closing of the paper plant.

Mr. Kochis spoke about a hazardous materials collection event being held by EMA and the Lancaster Fairfield Community Agency. He also noted that the ribbon cutting for the tornado shelter would be later that day.

Mr. Neeley stated the processing had begun for new employee badges.

Commissioner Davis asked about the reason for the new badges.

Mr. Neeley replied that the new and more secure door equipment requires new badges to support the technology.

Ms. Cordle stated that this provides an opportunity for updated employee photos.

Mr. Porter thanked everyone who participated in the Leadership Conference. There were over 100 in attendance. He also thanked Branden Meyer for the opportunity to speak to the Clerks Association on health care benefits.

**Old Business**

Commissioner Levacy stated he and Ms. Cordle attended the CCAO Legislative Update in Granville.

Ms. Cordle stated her appreciation for CCAO and the work they do.

Commissioner Fix added that he was unable to attend but did have the opportunity to speak with Senator Schaffer.

**New Business**

Commissioner Levacy stated he and Commissioner Davis will attend the ribbon cutting for the tornado shelter in Fairfield Beach. Fairfield Beach is an unincorporated area but has about 2000 residents. The tornado shelter is an important safety feature for them. He added that the Fairfield County Veterans Hall of Fame has applied for non-profit status.

**Regular (Voting) Meeting**

The Commissioners continued to the voting portion of the meeting and the following Commissioners were present: Jeffrey Fix, Steven 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 Officer, Staci Knisley; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; Economic & Workforce Development Director, Rick Szabrak; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Amy Brown-Thompson; Soil & Water Manager, Nikki Drake; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Office Administrator, Jeff Camechis; Deputy Utilities Director, Josh Anders; Deputy JFS Director, Heather O'Keefe; Interim RPC Director, Holly Mattei; and Sheriff's Deputy, Kevin Romine. Also in attendance: Ray Stemen, Chris Snider, Jack Janoso, Alan Greenslade, Ally Kimber, and Drew Linnenbom.

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Virtual attendees: Shelby Hunt, Shannon, Austin Lines, Ashley Arter, Paul, Jeanie, Jerry Starnier, Beth Cottrell, Jennifer Morgan, Greg Forquer, Lori Hawk, Deborah, Josh Horacek, Jeff Barron, Lori Lovas, Marcy Fields, Stacy Hicks, Lynette Barnhart, Jim Bahnsen, Abby King, Jared Collins, Alex Lape, Amberly Hannum, Joe Ebel, and Britney Lee.

**Announcements**

None.

**Approval of Leadership Conference Minutes for April 15, 2025**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Leadership Conference Minutes for Tuesday, April 15, 2025, meeting.

Roll call vote of the motion resulted as follows:

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

**Approval of Minutes for April 15, 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 15, 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:

- |              |  |
|--------------|--|
| 2025-04.22.a | A Resolution Amending Resolution 2024-12.03.a that Last Established the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates                |
| 2025-04.22.b | A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Building Sheridan Fund# 3910. |

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 Coroner**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to amend the contract from the Fairfield County Coroner from an Administrative Approval to a resolution.

Roll call vote of the motion resulted as follows:

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

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

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2025-04.22.c      A Resolution to Approve a contract for investigator services between Fairfield County and Holly Westhoven.

Commissioner Davis asked how proposed legislation regarding the appointment of the coroner would affect the Coroner's Office.

Commissioner Fix stated the County Coroner would be appointed by the Commissioners under the new law.

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 resolution from the Fairfield County Court of Common Pleas:

2025-04.22.d      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:

2025-04.22.e      A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle

2025-04.22.f      A resolution to approve the ODOT Road Salt Contract for 2025.

2025-04.22.g      A resolution to approve an amendment to the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP.

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 Facilities**

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 Facilities:

2025-04.22.h      A Resolution Authorizing the Approval of a Contract with GAG Incorporated and the Fairfield County Commissioners for Landscaping Services

2025-04.22.i      A Resolution to Approve the Contract Bid Award for the Sheridan Conference Center Project with Gutknecht Construction in the amount of \$1,894,000



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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 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 resolution from Fairfield County Job and Family Services:

2025-04.22.j            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

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 Regional Planning Commission**

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 Regional Planning Commission:

2025-04.22.k            A resolution to approve Final Acceptance of the Spring Creek Subdivision Section 3-1A Public Improvements

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:

2025-04.22.l            A resolution authorizing the donation of vehicles to the Meigs County Commissioners (Meigs County Ohio)

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:

2025-04.22.m            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**

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:08 a.m.

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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 9:00 a.m. on Tuesday, April 29, 2025,  
Commissioners' Hearing Room, 210 E. Main St, Lancaster, OH.

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Motion by: David Levacy

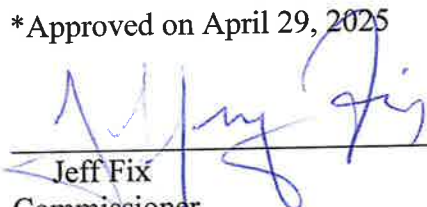
Seconded by: Steve Davis

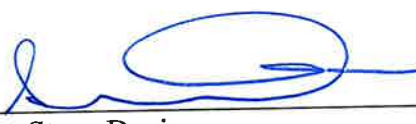
that the April 22, 2025, minutes were approved by the following vote:

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

NAYS: None

\*Approved on April 29, 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 22, 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. Listen & Learn, Utilities Department, Tony Vogel****4. Dinsmore FMC Conduit Debt Presentation, 9:15 a.m.****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. Fairfield Beach Tornado Shelter Ribbon Cutting Ceremony, April 22, 2025, 1:00 p.m., 5056 Beaver Dr. NE, Thornville
  - ii. Bremen Chamber Luncheon, April 24, 2025, 12:00 p.m., Bremen Community Methodist Church, 205 N. Mulberry St., Bremen
  - iii. Ohio Attorney General's Elder Abuse Commission Meeting, April 28, 2025, 10:00 a.m., State Library of Ohio, 274 E. 1<sup>st</sup> Ave., Columbus
  - iv. Fairfield County Board of Elections' Candidate's Night April 30, 2025, 6:00 p.m., Board of Elections - Liberty Hall, 951 Liberty Dr., Lancaster
  - v. Pickerington Food Pantry Spring Gala, May 3, 2025, 6:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
  - vi. The 2025 PACC Annual Awards & Athena Celebration, May 15, 2025, 5:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
  - vii. Save the Date, World Elder Abuse Awareness Day Event, June 11, 2025, 8:00 a.m., Life Church Vineyard, 5550 Lancaster-Newark Rd. NE, Pleasantville

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# 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

e. Correspondence

i. Correspondence Regarding Industrial Solar Projects

### 8. Updates from Elected Officials and Department Heads

### 9. Old Business

### 10. New Business

### 11. Regular (Voting) Meeting

### 12. Adjourn

### 13. Veterans Hall of Fame Meeting, 11:30 a.m.

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**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.17.2025.**

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

**\$30,606,902.00 has been appropriated, \$27,720,448.49 expended, \$2,729,591.43 encumbered or obligated.**

<b>Project/Category</b>		<b>As of 4/17/25 Appropriations</b>	<b>As of 4/17/25 Expenditure</b>	<b>As of 4/17/25 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00
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
<b>Subtotal Public Health</b>		<b>6,349,882.21</b>	<b>6,348,722.21</b>	<b>1,160.00</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.17.2025.**

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

**\$30,606,902.00 has been appropriated, \$27,720,448.49 expended, \$2,729,591.43 encumbered or obligated.**

<b>Project/Category</b>		<b>As of 4/17/25 Appropriations</b>	<b>As of 4/17/25 Expenditure</b>	<b>As of 4/17/25 Obligation</b>
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
<b>Subtotal Negative Economic Impacts</b>		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
<b>Subtotal Services Disproportionately Impacted Communities</b>		39,554.00	39,554.00	0.00
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		27,907.72	27,907.72	0.00

**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.17.2025.**

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

**\$30,606,902.00 has been appropriated, \$27,720,448.49 expended, \$2,729,591.43 encumbered or obligated.**

<b>Project/Category</b>		<b>As of 4/17/25 Appropriations</b>	<b>As of 4/17/25 Expenditure</b>	<b>As of 4/17/25 Obligation</b>
<b>Infrastructure</b>				
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	2,557,176.53	204,659.32
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
<b>Subtotal Infrastructure</b>		<b>7,171,600.69</b>	<b>6,864,888.90</b>	<b>306,711.79</b>
<b>Revenue Loss</b>				
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, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.17.2025.**

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

**\$30,606,902.00 has been appropriated, \$27,720,448.49 expended, \$2,729,591.43 encumbered or obligated.**

Project/Category		As of 4/17/25 Appropriations	As of 4/17/25 Expenditure	As of 4/17/25 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	454,656.40	5.60
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
<b>Revenue Loss</b>		10,000,000.00	9,777,716.35	222,283.65



**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 4.17.2025.**

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

**\$30,606,902.00** has been **appropriated**, **\$27,720,448.49** expended, **\$2,729,591.43** encumbered or obligated.

<b>Project/Category</b>		<b>As of 4/17/25 Appropriations</b>	<b>As of 4/17/25 Expenditure</b>	<b>As of 4/17/25 Obligation</b>
<b>Administration</b>				
R71a	Administrative Expenses	591,798.66	434,936.58	0.00
<b>Subtotal Administration</b>		591,798.66	434,936.58	0.00
<b>Grand Total</b>		<b>\$30,606,902.00</b>	<b>\$27,720,448.49</b>	<b>\$2,729,591.43</b>

ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
APRIL 14, 2025 TO April 20, 2025

Fairfield County Auditor- Finance

- AA.04.20-2025.a An Administrative Approval to approve the MAPSYS fixed bid proposal for the design and implementation for Phase 2 of the deployed custom web application with workflow. [Auditor- Finance]

Fairfield County Commissioners

- AA.04.16-2025.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.04.16-2025.b An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]

- AA.04.16-2025.c An administrative approval approving an amendment to the electric service agreement with Dynegy Energy Services East, LLC for an additional account for Fairfield County owned buildings. [Commissioners]

Fairfield County Facilities

- AA.04.16-2025.d An Administrative Approval authorizing the approval of an Agreement between Chem-Aqua, and the Fairfield County Commissioners for HVAC Systems Water Treatment [Facilities]

Fairfield County Law Library

- AA.04.14-2025.b An Administrative Approval to approve the signing of a Memorandum of Understanding from the Statewide Consortium of County Law Library Resource Boards for the Fairfield County Law Library. [Law Library]

Fairfield County Sheriff

- AA.04.18-2025.a An Administrative Approval for a Service Agreement between STS (Sauer Technical Services Inc.) and the Fairfield County Sheriff's Office. [Sheriff]

Lancaster-Fairfield Community Action Agency

- AA.04.14-2025.a An Administrative Approval to approve the Ohio EPA Division 2025 Community and Litter Grant Agreement for Lancaster-Fairfield Community Action Agency Recycling Center. [Community Action]

South Central Major Crimes Unit

- AA.04.16-2025.e An Administrative Approval for the Major Crimes Unit-Project FORT and Recovery Assistance Contract with Lighthouse Behavioral, Recovery Center, Connexion West, and Pickaway Recovery Services dba Lancaster Recovery Services [Sheriff - Major Crimes Unit]



# Fairfield County

## BOARD OF ELECTIONS

Liberty Center • 951 Liberty Dr. • Lancaster • Ohio 43130  
**Local:** 740.652.7000 • **Columbus:** 614.322.5270 • **Fax:** 740.681.4727  
**Website:** [www.boe.ohio.gov/fairfield](http://www.boe.ohio.gov/fairfield)  
**E-mail:** [boardofelections@fairfieldcountyohio.gov](mailto:boardofelections@fairfieldcountyohio.gov)

Board Members:  
Angela D. White, Chairwoman  
Michael K. Oatney  
Kyle Joseph Farmer  
Paul R. Johnson

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Brett H. Riffle, Director • Jane Hanley, Deputy Director

## SAVE THE DATE!

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**What:** Candidate's Night

**When:** April 30, 2025, at 6:00pm

**Where:** 951 Liberty Drive, Lancaster – Liberty Hall

The Fairfield County Board of Elections will be hosting a Candidate's Night. This event will be held for any prospective candidates for public office that want more information on the process. Incumbent candidates are also welcome to attend. Come find out what it takes to make it to the ballot and what is required after you do!



## Annual Food Pantry Gala

Dear Fellow PACC Member,

Join us at the fifth annual **Pickerington Food Pantry Spring Gala**, Saturday, May 3, 6-11 p.m., at the newly renovated Wigwam Event Center! This black tie, glamorous social event benefits the Food Pantry and includes a cocktail hour, dinner, dancing, and casino. Tickets include your meal, two beverage coupons, and \$100 in casino play.

Your support and contribution will enable the pantry to meet their goals and improve conditions. [Click here](#) to learn more and to purchase tickets.

Contact Vanessa Niekamp at [vanessa@pickpantry.com](mailto:vanessa@pickpantry.com) with any questions.



Sent on behalf of Pickerington Food Pantry through the Pickerington Area Chamber. Individual e-blasts are a \$50 benefit for members.





Pickerington Area Chamber  
**Annual Awards & ATHENA Celebration**

- Awards Show
- Dinner & Drinks
- Silent Auction
- Entertainment
- Networking



Presented By:



**Thursday, May 15, 2025**  
5:00 - 8:30 PM | Wigwam Event Center

## The 2025 PACC Annual Awards & ATHENA Celebration Dinner & Silent Auction

Join us for the **Annual Awards & ATHENA Celebration** on **Thursday, May 15, from 5:00-8:30 p.m.** at the **Wigwam Event Center!** This is the largest event of the year and a can't-miss opportunity to celebrate the business community, socialize, and make new connections throughout the evening. We have some fun surprises in store for you!

**Registration deadline is noon on May 9.**

### Awards Presented:

Doug Barr Safety Award  
Youth ATHENA Award  
Emerging ATHENA Award  
ATHENA Leadership Award  
Nonprofit of the Year  
Rising Star  
Business of the Year

**Tickets - \$65**

**Sponsorship Opportunities Available!**

Pickerington Area Chamber  
**Annual Awards Dinner**



**& ATHENA Celebration**

Register >>

Set a Reminder

- 🕒

Date and Time  
Thursday May 15, 2025  
5:00 PM - 8:30 PM EDT  
  
Doors Open/Appetizers at 5:00-5:30  
Dinner Served 5:40  
Program begins 6:00
- 📍

Location  
The Wigwam Event Center  
10190 Blacklick-Eastern Rd.
- ✉

Contact Information  
Kim Barlag  
Send Email

# Save the Date

World Elder Abuse Awareness Day Event

**Wednesday, June 11**  
**8-10 a.m.**



Join us and other community members as we **WEAR PURPLE** and gather together for World Elder Abuse Awareness Day.

*Hosted By: Fairfield County Job and Family Services - Protective Services*

Location: Life Church Vineyard  
5550 Lancaster-Newark Rd. NE  
Pleasantville, Ohio 43148



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

Dear OPSB,

The economic benefits of the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) cannot be overstated. This project will create over 500 construction jobs and additional long-term positions, providing significant employment opportunities for local residents.

Furthermore, the project is projected to generate \$80 million in long-term revenue for essential public services. This includes nearly \$2 million annually for schools, police, and fire departments, ensuring that our community receives the support it needs.

Given these substantial benefits, I wholeheartedly support the Eastern Cottontail Solar Project. It represents a valuable investment in our community's future and aligns with our goals of economic development and sustainability.

Best regards,

Charles Marsh

[marshyswamp@yahoo.com](mailto:marshyswamp@yahoo.com)

6601 Castlewood Dr

Carroll, OH 43112

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix

Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith

State Representative Jeff LaRe

State Senator Tim Schaffer

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is set to create over 500 construction jobs and long-term positions, directly benefiting the local economy of Fairfield County. This project would be a boon for our community, providing much-needed employment opportunities and fostering economic growth. Please join me in supporting the project.

In addition to job creation, the project will generate substantial revenue for public services. With \$1.98 million in annual tax revenue, local schools, police, and fire departments will receive critical funding. This ensures that essential services are maintained and improved for the benefit of all residents.

I firmly believe that the Eastern Cottontail Solar Project will have a positive impact on our community. By supporting this initiative, we can secure a brighter, more sustainable future for Fairfield County.

Sincerely,

Betty Lutz  
[lutz.jo@gmail.com](mailto:lutz.jo@gmail.com)  
5485 Ireland Rd. NE  
Lancaster, OH 43130

CC:  
Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix  
Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith  
State Representative Jeff LaRe  
State Senator Tim Schaffer

To the Ohio Power Siting Board,

I am writing to offer my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN).

The economic impact of the Eastern Cottontail Solar Project is profound. In addition to long-term maintenance and operations jobs, the project will create more than 500 construction jobs, providing immediate employment opportunities for local residents. The project will also create more than 270 indirect jobs in related industries such as supply chain management and materials. This multiplier effect will stimulate local businesses and the local economy.

Financially, the project is expected to generate \$1.98 million annually in tax revenue, amounting to approximately \$80 million over its lifetime. These funds will be allocated to essential public services, including schools, police, and fire departments.

The project also upholds landowner rights by allowing farmers and landowners to use their land as they choose to generate income and keep their land in their families. Furthermore, solar is a good use of land as it allows the soil to rest. The land can then be returned to agricultural use in the future if desired, ensuring that this valuable resource is preserved for future generations.

In summary, the Eastern Cottontail Solar Project is a comprehensive investment in the economic, social, and agricultural well-being of Fairfield County and the state of Ohio.

Sincerely,

Theresa Banks

[theresdoug@hotmail.com](mailto:theresdoug@hotmail.com)

9928 Alliston Dr

Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix

Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith

State Representative Jeff LaRe

State Senator Tim Schaffer

Dear Members of the Ohio Power Siting Board,

I am writing to convey my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is a model of how sustainable energy initiatives can drive economic growth and enhance community well-being.

One of the most significant benefits of the Eastern Cottontail Solar Project is its potential to create over 500 construction jobs, in addition to long-term operations and maintenance positions. This influx of employment opportunities will provide a substantial boost to the Fairfield County economy. The project will also generate significant indirect economic benefits. By creating hundreds of indirect jobs in related industries, the project will stimulate local businesses.

The project will generate approximately \$1.98 million annually in tax revenue, which will equate to \$80 million over the project's lifetime. The funds will be directed towards essential public services such as schools, police, and fire departments. This consistent revenue stream is vital for maintaining and improving the quality of life for Fairfield County residents.

Moreover, the project supports landowner rights by allowing farmers and landowners to use their land for solar energy production. This not only provides them with a steady income and respects their property rights, but also promotes sustainable land use practices. Importantly, the land can be returned to agricultural use in the future.

The Eastern Cottontail Solar Project is an investment in the well-being of Fairfield County and the state of Ohio. I ask the OPSB to approve this critical project.

Thank you for your consideration.

Sincerely,

Cathy Bean  
[dmbcebfefb@gmail.com](mailto:dmbcebfefb@gmail.com)  
9767 Chaucer Ct  
Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix  
Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith  
State Representative Jeff LaRe  
State Senator Tim Schaffer



Members of the Ohio Power Siting Board,

The proposed Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a pivotal development that promises numerous benefits for our local community and the state of Ohio.

The economic impact of the Eastern Cottontail Solar Project is one of its most compelling benefits. If approved, the project will create over 500 construction jobs, providing immediate employment opportunities for local residents, as well as long-term maintenance and operations jobs. The project's commitment to hiring locally underscores its dedication to supporting Ohio's workforce.

The project will also help stimulate local businesses and fuel broader economic growth by creating about 270 indirect jobs in related industries such as supply chain management and materials.

The financial benefits extend to public services as well. The project is expected to generate \$1.98 million annually in tax revenue, which will help fund essential services such as schools, police, and fire departments. This consistent revenue stream will amount to approximately \$80 million over the project's lifetime.

From an environmental perspective, the Eastern Cottontail Solar Project is a significant step towards sustainability through clean, renewable energy.

Moreover, the project supports landowner rights and sustainable land use. By allowing farmers and landowners to use their land for solar energy production, we respect their autonomy and promote practices that are both economically beneficial and environmentally responsible.

The bottom line is, the Eastern Cottontail Solar Project represents a comprehensive investment in the economic, social, and environmental well-being of Fairfield County and the state of Ohio. I strongly encourage the Ohio Power Siting Board to approve this project.

Sincerely,

Stephanie Knight  
[pbnj.smk@gmail.com](mailto:pbnj.smk@gmail.com)  
159 Tarhe St  
Lancaster, OH 43130

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix  
Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith  
State Representative Jeff LaRe  
State Senator Tim Schaffer



# FAIRFIELD

COUNTY • OHIO

SERVE • CONNECT • PROTECT

The background features a stylized, light blue outline of a house on the left side. To the right of the house is a large, yellow sun with several triangular rays extending upwards and to the right. The overall style is simple and graphic.

# Fairfield County Utilities

- Department Overview
- Overview of Senior and Veteran Assistance Program (SAVA)
- ORC 6103.02 & 6117.02
- What the future holds

# Your Utility Department

- 22 employees
  - 8 office staff
  - 14 field staff
- Operate 9 facilities
  - 3 water treatment plants
  - 5 wastewater plants
  - Contract operate the Rushville Lagoon
- 2 Water and Sewer Districts
  - 8,087 customers (added 150 in 2024)



# Your Utility Department

- Accomplishments
  - Produced 750,000,000 gallons of water (2 M per day)
  - Treated 980,000,000 gallons of water (2.6 M per day)
  - Revenue
    - Service revenue \$10.1 M;
      - \$5.9 in sewer & \$4.2 M in water
    - Connection Fees \$1.5 M



# Your Utility Department

## Fairfield County Water Sources

	Current	Future
Little Walnut Well field	0.50 MGD	1.0 MGD
Greenfield Well Field	0.50 MGD	1.5 MGD
Tussing Road Well Field	2.0 MGD	5.0 MGD
Diley Well Field		1.5 MGD
New Well Greenfield		<u>1.0 MGD</u>
		10.0 MGD





# Overview of Senior and Veteran Assistance Program (SAVA)

- 206 customers in the program
  - 10% discount is income based (Homestead Exemption)
  - Average quarterly water/sewer bill - \$250
  - \$20,600 of discount to customers

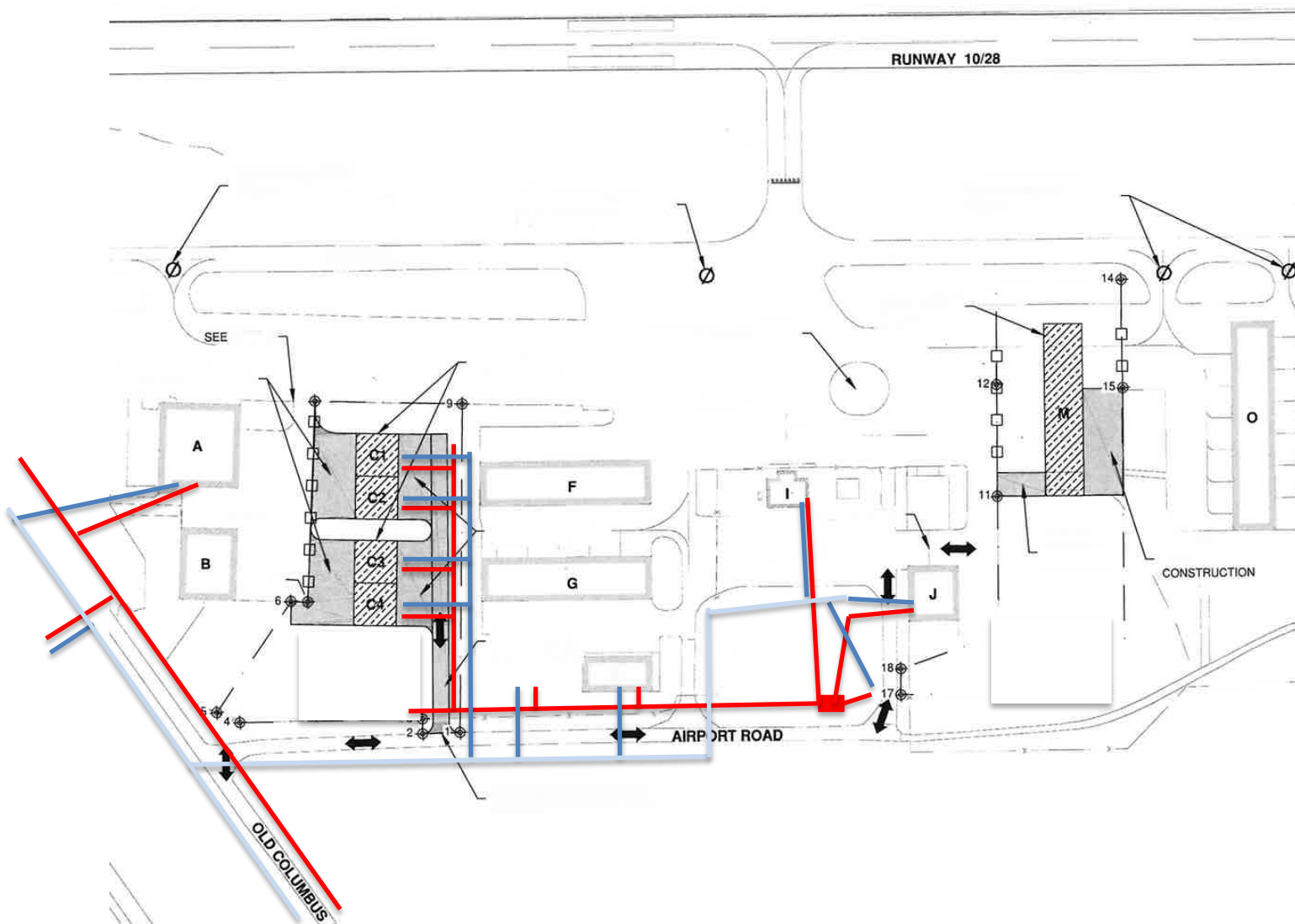


# American Recovery Act Projects

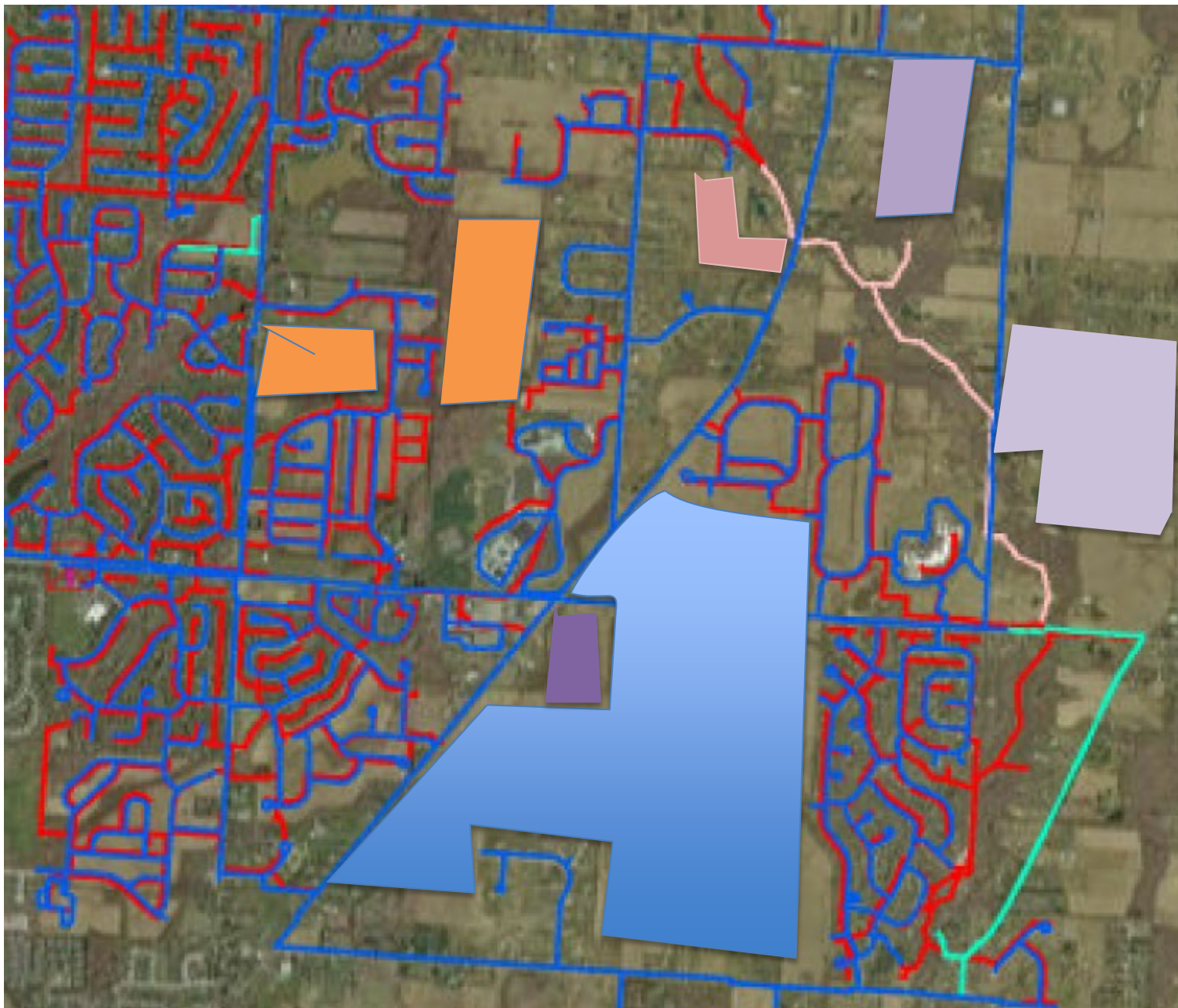
- Grant Hampton Waterline
  - 65 customers (Arsenic in wells)
  - \$800,318.61
- Airport Sewer & Water Project
  - Moved lift station & provided water service
  - \$651,216
- Regional Lift & Force main Project
  - New lift station to handle all development in Violet Township
  - \$2,761,835.85
- Greenfield Waterline
  - Looped waterline from ECC along Coonpath
  - \$221,535.69 (project cost \$673,965.14)



# Airport Project

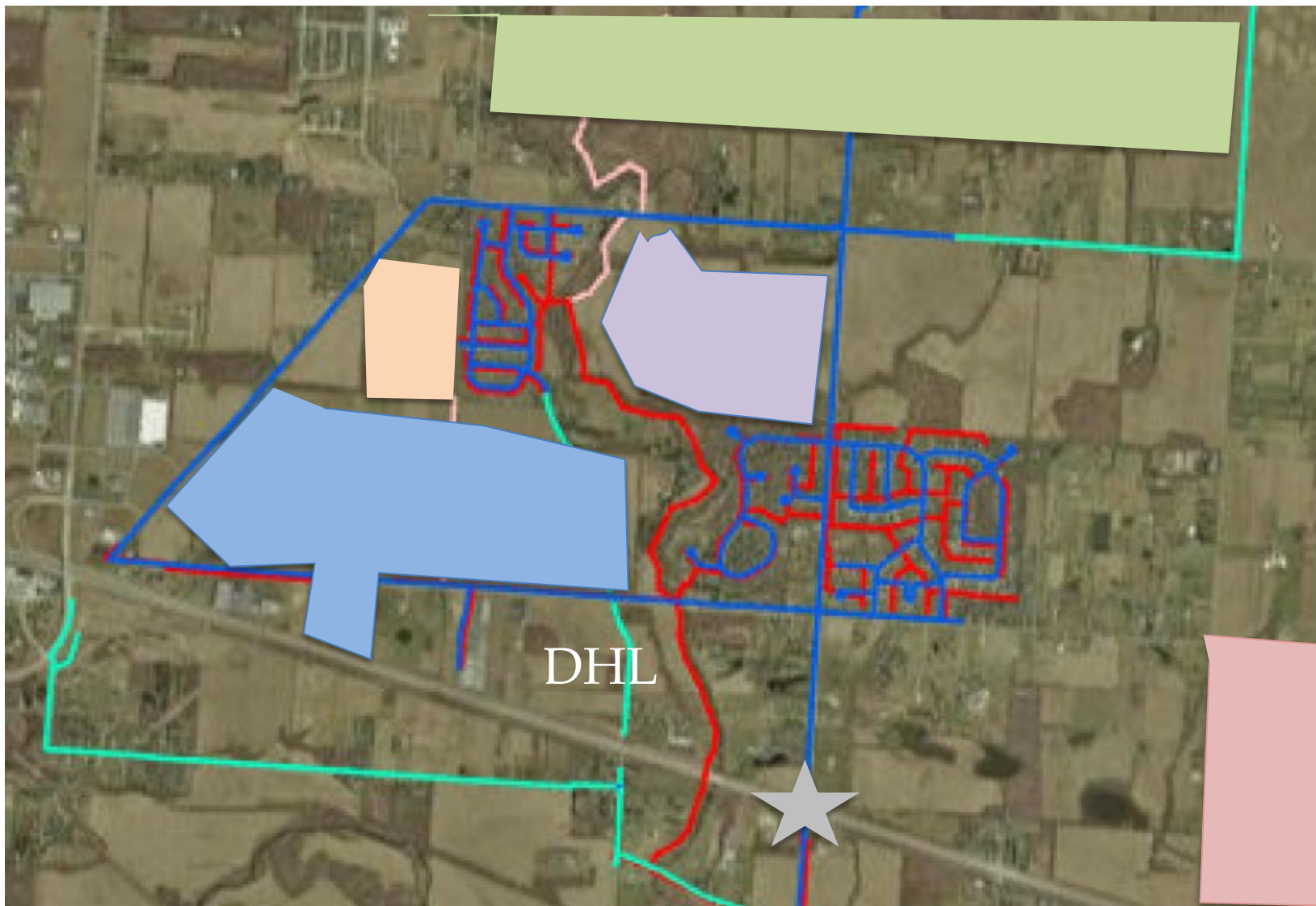






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DHL



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# What the future holds

- Townships of Liberty, Greenfield & Walnut will see both commercial and residential development
  - Assisting in development
    - Millersport – potential data center
    - Thurston/Walnut Sewer District – assisted with utilities
    - Designing Regional Lift Station for northern Greenfield Township development
  - Ready to Assist as needed
    - Baltimore
    - Pleasantville
    - Carroll
    - Lithopolis
    - Rushville
    - Sugar Grove
    - Stoutsville
    - Bremen
    - Amanda



# Legislation

HB 139 is being introduced

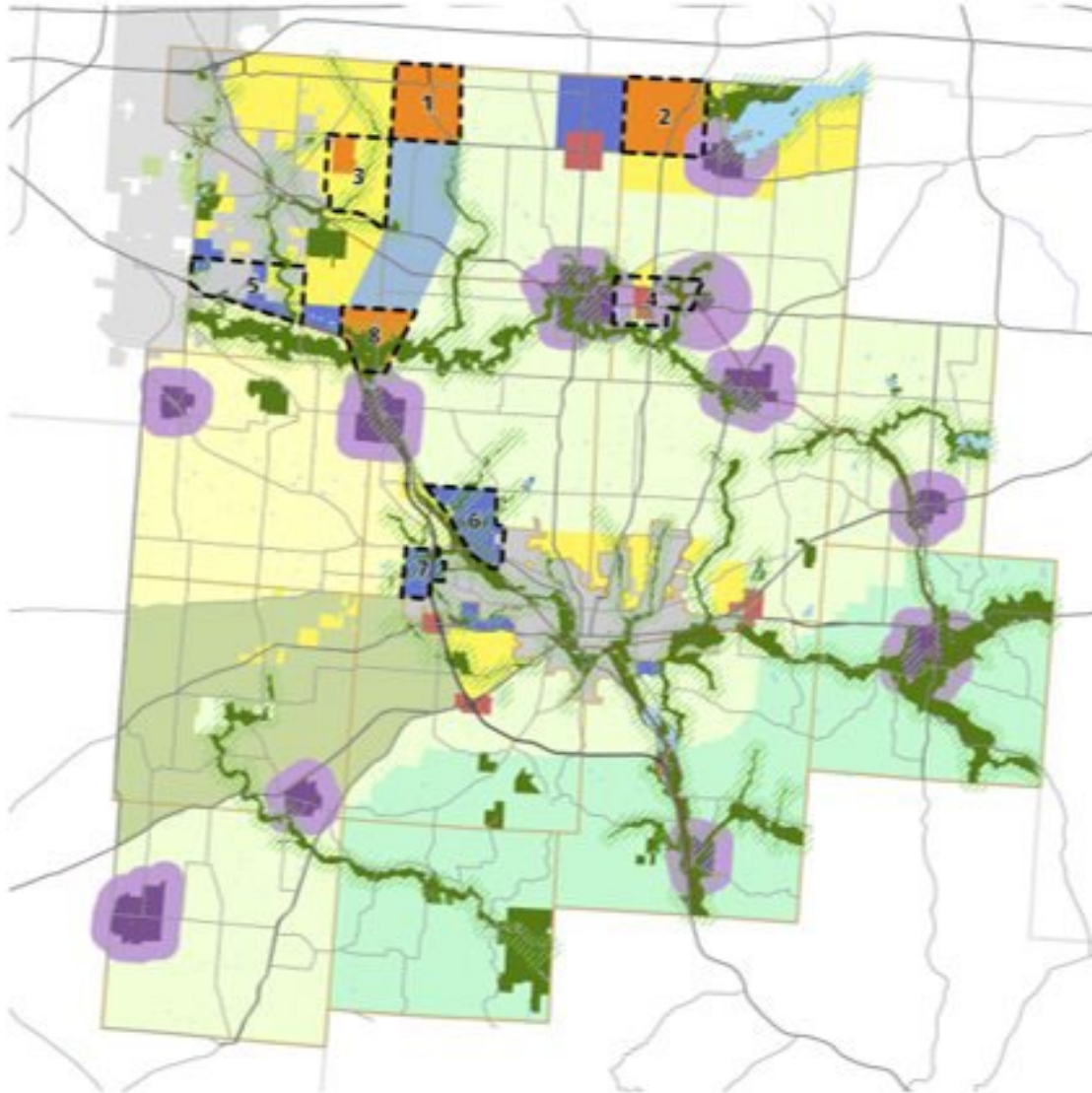
- Would require annual fire hydrant inspection and flow testing
  - Increase operation costs
  - Increase the water loss





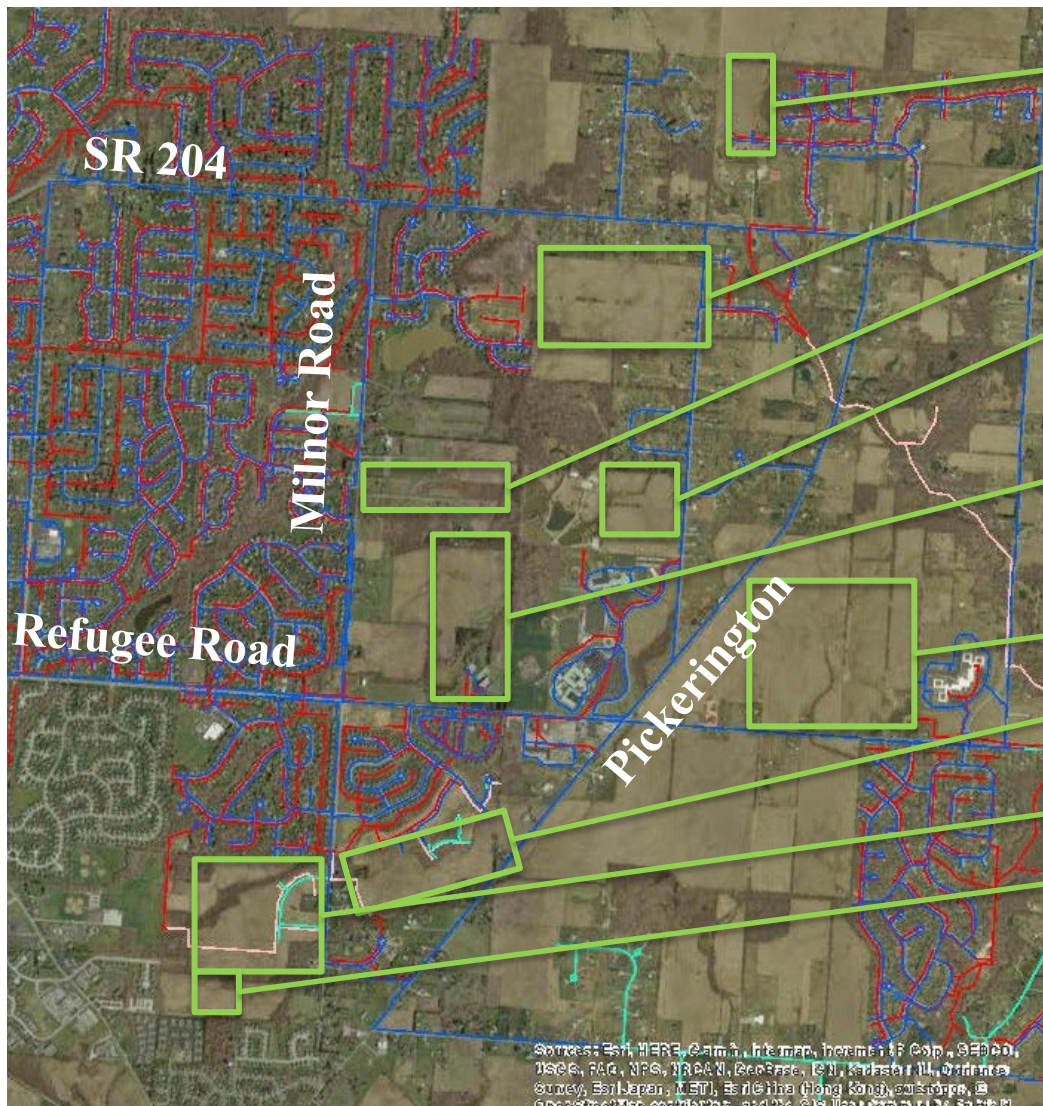
# Questions

# County Future



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# Violet Township Development



## Violet Meadows

# Meadowmoore Reserve

# Chesapeake

## Enclave of Meadowmoore

# Lake Forest

# Lake Forest Condos

# Estates at Lake Forest

## Heron & Heron West

# Spring Creek

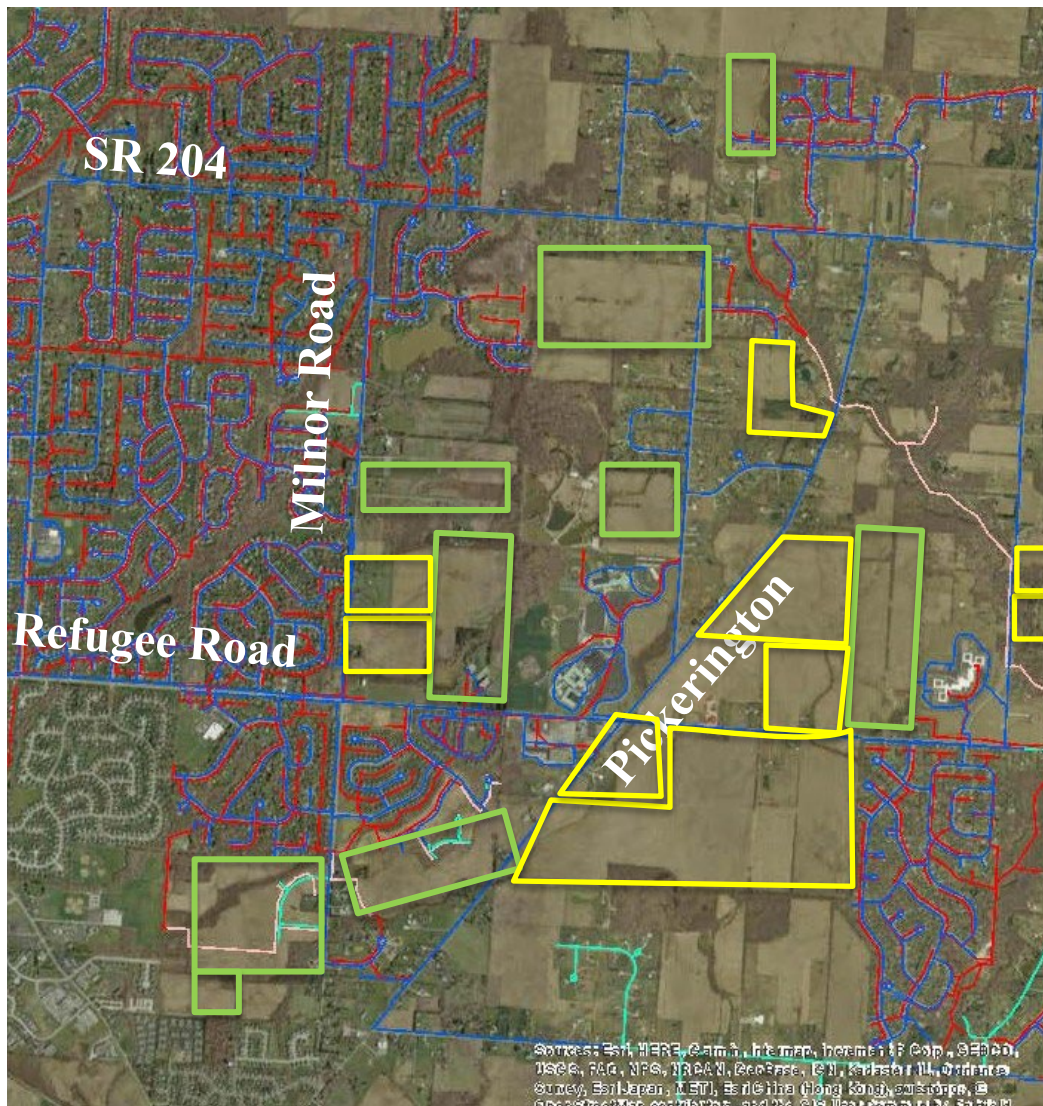
## Wellington

# Overland Park





# Violet Township Development



## Current Developments

**Violet Meadows**  
**Meadowmoore Reserve**  
**Enclave Condos**  
**Chesapeake**  
**Lake Forest – Houses/Condos**  
**Spring Creek**  
**Wellington**  
**Overland Park Apartments**  
**Heron Crossing**

## Potential Developments





REGULAR AGENDA #18 - 2025  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
APRIL 22, 2025

AGENDA FOR TUESDAY, APRIL 22, 2025

- 9:00 AM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for the April 15, 2025, Leadership Conference
- Approval of Minutes for the April 15, 2025, Commissioners' Meeting
- Commissioners
- 2025-04.22.a      A Resolution Amending Resolution 2024-12.03.a that Last Established the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates [Commissioners]
- 2025-04.22.b      A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Building Sheridan Fund# 3910. [Commissioners]
- Fairfield County Coroner
- 2025-04.22.c      An administrative approval regarding a contract for investigator services between Fairfield County and Holly Westhoven. [Coroner]
- Fairfield County Court of Common Pleas
- 2025-04.22.d      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Adult Probation; Fund # 2365, County Probation. [Common Pleas Court]
- Fairfield County Engineer
- 2025-04.22.e      A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle [Engineer]
- 2025-04.22.f      A resolution to approve the ODOT Road Salt Contract for 2025. [Engineer]
- 2025-04.22.g      A resolution to approve an amendment to the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP. [Engineer]

Fairfield County Facilities

- 2025-04.22.h A Resolution Authorizing the Approval of a Contract with GAG Incorporated and the Fairfield County Commissioners for Landscaping Services [Facilities]
- 2025-04.22.i A Resolution to Approve the Contract Bid Award for the Sheridan Conference Center Project with Gutknecht Construction in the amount of \$1,894,000 [Facilities]

Fairfield County Job and Family Services

- 2025-04.22.j 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]

Fairfield County Regional Planning Commission

- 2025-04.22.k A resolution to approve Final Acceptance of the Spring Creek Subdivision Section 3-1A Public Improvements [Regional Planning] [Regional Planning Commission]

Fairfield County Sheriff

- 2025-04.22.l A resolution authorizing the donation of vehicles to the Meigs County Commissioners (Meigs County Ohio) [Sheriff]

Payment of Bills

- 2025-04.22.m 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 29, 2025, 9:00 a.m.

Adjourn

Veterans Hall of Fame Meeting, Commissioner Levacy's Office, 11:30 a.m.

**Leadership Conference #16 - 2025**  
**Fairfield County Commissioners' Office**  
**April 15, 2025**

**Leadership Conference**

Commissioner Jeff Fix called the Leadership Conference meeting to order at 8:00 a.m. and the following Commissioners were Present: Steve Davis, David Levacy, and Jeff Fix. Also in attendance: L. Adams, T. Ashton, J. Bahnsen, J. Bennett, S. Bergstrom, B. Berry, B. Blevins, G. Blevins, R. Briggs, A. Brown-Thompson, S. Bryan, D. Burgei, J. Camechis, M. Carper, C. Clark, J. Collins, C. Cook, A. Cordle, A. Crist, M. Culbertson, L. Dixon, J. Donnell, B. Downhour, C. Downour, N. Drake, J. Ebel, J. Ehorn, R. Elsea, C. Enyart, W. Ervin, A. Fahner, E. Favinger, B. Fields, M. Fields, C. Finney, L. Fisher, S. Fortner, K. Frank, S. Garren, C. Gaskill, L. George, J. Gordan, M. Gray, J. Grubb, B. Hampson, A. Hannum, L. Hawk, B. Heaston, D. Henwood, R. Hoch, A. Horn, J. Horvath, K. Humphries, K. Hyme, E. Jones, M. Kaper, S. Karns, A. Kennedy, G. Knight, S. Knisley, H. Kochis, J. Kochis, A. Lape, B. Lee, C. Less, A. Lines, C. Lucht, S. Lynch, M. Maffin, E. Maple, H. Mattei, E. McCrady, L. McKenzie, R. Menningen, J. Messinger, B. Meyer, D. Miller, R. Moresea, D. Neeley, K. Nelson, G. Neville, B. Niceswanger, H. O'Keefe, L. O'Toole, J. Porter, K. Riddle, CJ Roberts, M. Roberts, E. Robinson, M. Shafer, A. Scheidegger, H. Shields, K. Shoemaker, L. Smith, A. Stedman, H. Stoneburner, J. Stout, R. Szabrak, T. Tennant, M. Thomas, B. Thompson, A. Tobin, D. Toney, T. Vandervoort, T. Vogel, A. Watson, P. Welsh, M. Wesney, K. Wilkerson, T. Wilson, K. Witt, M. Wright, and S. Wyrick.

**Welcome & Announcements**

Commissioner Fix opened the meeting, and along with Commissioner Levacy, welcomed everyone in attendance.

**Human Resources Update**

Deputy County Administrator, Jeff Porter, stated that the 2025 Employee Recognition Event would be August 29<sup>th</sup> at Smeck Park in Baltimore. He also provided information on upcoming dates for New Employee Orientations.

**First Amendment Audits**

David Moser of Fishel Downey Albrecht & Riepenhoff spoke about First Amendment Auditors and their interactions with public agencies. He shared a video example to illustrate how these individuals often engage with public employees. Mr. Moser explained the legal rights of First Amendment Auditors and emphasized the importance of clearly marking areas that are open to the public versus those with restricted access. He also clarified that while these individuals have the right to film in public spaces, they are not allowed to cause a disruption or interfere with staff performing their essential duties. Those referring to themselves as First Amendment Auditors often seek to test compliance with Ohio's Sunshine Laws. A PowerPoint presentation is available in the minutes documentation and includes information on public records audits.

**Prevent Costly Employment Claims by Consistent Application of Workplace Policies – General Employment**

Mr. Moser also provided a presentation (PowerPoint available in the minutes) on employee evaluations, employee discipline and investigations, compliance with the Americans with Disabilities Act (ADA), and the Family Medical Leave Act (FMLA). He emphasized that evaluations are a valuable tool for assessing whether employees are effectively fulfilling their roles and for helping ensure the office is meeting its overall goals. Moser noted that well-documented evaluations can also play a key role in workplace appeals, especially if an employee

**Leadership Conference #16 - 2025**  
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files a claim. He recommended incorporating job descriptions directly into the evaluation process to create a clearer framework for assessment and he offered guidance on how to approach evaluations constructively when addressing negative performance issues.

**Prevent Costly Employment Claims by Consistent Application of Workplace Policies – Frequent Claims Arising in the Workplace**

David Moser concluded his presentation with a discussion on preventing workplace claims. He stressed the importance of thoroughly documenting any disciplinary action, ensuring that investigations clearly outline the violation, the actions taken, and the resulting disciplinary measures. An employer's responsibilities under the ADA and the elements a plaintiff must establish to prove an ADA claim were explained; along with FMLA qualifying reasons, intermittent leave, and leave recertification. The need and requirements for workplace drug testing were also explained.

**AI in the Public Sector**

Bob Bickmeier, Ph.D., of PRADCO, discussed how AI technology can be effectively leveraged in the public sector. He acknowledged that while AI has great potential, it is not without flaws. Mr. Bickmeier explained that there is both generative AI and predictive AI. Generative AI creates something from nothing and has been trained to sound like a human. It is built around the idea of generating content to find input, like a prompt. Prompt engineering is designing a query to tell our interface to generate something for us. You should ask yourself the following questions before using AI: What problems will AI solve? How will data be collected and secured? How will fairness and accountability be ensured? What is the contingency plan for AI errors? How will AI affect employee experiences or their work? Mr. Bickmeier stated that AI generated responses are based on prompts and must be tested and verified to ensure outcomes are accurate, unbiased, and reliable. One practical use of AI is automating communication with job applicants, a feature that addresses growing concerns about transparency during the hiring process. Bickmeier emphasized the importance of data protection and urged organizations to carefully consider how they safeguard information. He highlighted transparency and accountability as key principles when implementing AI in public service. Agencies must clearly communicate how AI is being used, as the average user may not fully understand how their data is processed. When applied thoughtfully, AI can enhance efficiency, reduce costs, and support better decision-making and public safety.

**Closing Remarks**

Commissioner Davis emphasized the importance of productive communications and encouraged all in attendance to consider setting goals for a desired outcome in each conversation they hold.

Commissioner Levacy thanked those involved in preparing for the Leadership Conference. He also stated his appreciation for the conference content.

Commissioner Fix echoed the sentiments of Commissioner Levacy and stated how much he appreciated the information that had been shared.

**Adjournment**

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 12:09 p.m.



**Regular Meeting #16 - 2025**  
**Fairfield County Commissioners' Office**  
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**Review Meeting**

The Commissioners met at 1:00 p.m. on Tuesday, April 15, 2025, Alley Park, 2805 Old Logan Rd. SE, 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; Treasurer, Jim Bahnsen; Assistant Prosecuting Attorney, Amy Brown-Thompson; Deputy JFS Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Recorder, Lisa McKenzie; Deputy HR Director, Abby Watson; HR Officer, Amberly Hannum; Communications Officer, Rachel Elsea; Sheriff, Alex Lape; Appraisal Assistant, Crystal Walker; Appraiser, Robin Balthaser; Interim RPC Director, Holly Mattei; District Urban Technician, Chad Lucht; Soil and Water Manager, Nikki Drake; Economic & Workforce Development Director, Rick Szabrak; and Sheriff's Deputy, Kevin Romine.

**Welcome**

Commissioner Fix opened the meeting by welcoming everyone in attendance.

**Grant Award - Sheriff**

Sheriff Lape announced that his office was awarded a \$53,000 grant for body worn cameras. The grant will assist with storage fees.

Ms. Cordle asked if Hicks Partners had assisted with the grant application.

Sheriff Lape replied that Hicks Partners had assisted, along with Christy Noland from EMA.

Commissioner Fix asked if the new law regarding records request would benefit the Sheriff's Office.

Sheriff Lape replied that the new law would allow for the charging of a fee for some public records request. This law will help mitigate requests for body cam footage being used on social media. The Sheriff's Office (SO) is working on a policy and has attained a template from the Attorney General's office.

**Public Comments**

There was no public comment.

**Legal Update**

Amy Brown-Thompson stated the SO's Civil Division is second to none and processes a lot of public records requests. The Prosecutor's office is happy to partner with the SO on an updated policy for HB 28. She added that it came to the attention of the Prosecutor's Office that tax foreclosures must have appropriate documentation, and they will follow up.



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**County Administration Update**

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

**Week in Review**

*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. We are continuing through the month of April to highlight some of the essential services that county governments provide. Next month is National Military Appreciation Month, a time to recognize all those who have served, or who are currently serving, in the U.S. Armed Forces. Today we are highlighting some of the services provided by the Fairfield County Veteran Service Commission. Among other services, the Veteran Service Commission assists veterans and their dependents in filing claims for compensation, they assist with emergency financial assistance for disabled veterans and their families, they help veterans apply for Ohio grants money, they provide transportation for veterans enrolled in the VA healthcare System, and they provide flags and flag holders to decorate graves on Memorial Day. All 88 counties in Ohio have a Veterans Service Office and the contact information for the Fairfield County Veteran Service Commission is on the county's website.

*Change in 2025 Meeting Schedule*

There will be a resolution for your consideration at next week's meeting to remove the June 3 meeting from the 2025 meeting schedule. This meeting is being removed from the schedule due to scheduling issues. We want to provide as much notice as possible so that departments can plan this change as there is also not a meeting on May 27<sup>th</sup>.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 18 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- Under the Commissioners, there are three financial resolutions. The first two are to appropriate from unappropriated monies for the CORSA insurance premium and for TB patient costs. R. C. 339.73 states that each county must have treatment available to all in that county with tuberculosis. The third resolution is for an account to account transfer for supplies for the Visitation Center. The CORSA increase is from the addition of new property, higher payroll due to the addition of

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a new department, and the higher cost of reinsurance. We budgeted 10% but it just wasn't quite enough.

- Economic and Workforce Development has a resolution authorizing an amendment to the subgrant agreement between Pickaway Ross Career and Technology Center and the Fairfield County Board of Commissioners. The Area 20 Workforce Development Board was awarded a grant for pre-apprenticeships for students in the Area 20 Workforce region. This agreement was designed to increase the number of apprentices in the area.
- RPC has a resolution to approve a change order for the Village of Pleasantville Otte Park Concessions and Restroom Pavillion Project. This change order will allow for additional time for completion of the project due to weather delays and will decrease the contract price by \$2000 due to the deduction of an electric service fee.
- And the Treasurer's Office has a resolution to appropriate \$300,000 from unappropriated funds for contractual services for the Land Bank.

**Budget Review**

No update

**Calendar Review/Invitations Received**

- *The Calendar Review, and review of Invitations Received, and Correspondence were provided by the Clerk to the Board of Commissioners, Rochelle Menningen.*
  - Lancaster-Fairfield Community Action Board of Directors' Retreat, April 17, 2025, 9:00 a.m.-3:00 p.m., Alley Park, 2805 Old Logan Rd. SE, Lancaster
  - CCAO Regional Legislative Briefing, April 21, 2025, 12:00 p.m., Granville Inn, 314 E. Broadway, Granville
  - Fairfield Beach Tornado Shelter Ribbon Cutting Ceremony, April 22, 2025, 1:00 p.m., 5056 Beaver Dr. NE, Thornville
  - Governor's Reception Celebrating Ohio's County Elected Officials, May 1, 2025, 5:00 p.m. – 6:30 p.m., The Ohio Governor's Residence, 358 N. Parkview Ave., Columbus

**Correspondence**

- Expedited Type II Annexation, 4.38 +/- Acres from Violet Township to the City of Canal Winchester, Agent for the Petitioner – Kegler Brown Hill & Ritter Co. LPA
- Expedited Type II Annexation, 496.232 +/- Acres from Walnut Township to the Village of Millersport, Agent for the Petitioner – Elizabeth Seedorf
- Fairfield County Municipal Court Fee Report, Criminal/Traffic Division, March 2025

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**Updates from Elected Officials and Department Heads**

Sheriff Lape stated that April 13<sup>th</sup>-19<sup>th</sup> is Dispatcher Appreciation Week.

Ms. Elsea reported that the Auditor's Office hosted a CAAO meeting on 4/11 and presented on Internal Controls, the REA Webpage, the new lot split application, and proposed legislation. Crystal Walker and Robin Balthaser graduated from the Chamber of Commerce's Leadership Program.

Mr. Clark thanked everyone who attended the Child Abuse Prevention Month breakfast and spoke about the significance of the event.

Mr. Kochis stated that the bid opening for the Sheridan Center renovations would be later that afternoon.

Ms. Drake reported that 4100 trees had been ordered and would be picked up by county residents and businesses on Friday. Also, there would be 1000 trees going home with 5<sup>th</sup> graders in the coming week.

**Old Business**

Commissioner Levacy spoke about the Bicentennial Celebration for Millersport and the many proclamations the village received from state officials.

Commissioner Fix stated he attended the CCAO Board meeting and the 4-H awards night the previous week. He spoke about the amazing work and projects from the 4-H participants and their leaders.

**New Business**

Commissioner Levacy stated he would be attending the Fairfield Beach Tornado Shelter Ribbon Cutting event. He added that this facility is much needed as homes in the area do not have basements and that the doors open automatically in the event of a weather emergency. He further added that the facility can be used as a community center and that Mr. Kochis, and his team did a lot of work to make the facility possible.

**Regular (Voting) Meeting**

The Commissioners continued to the voting portion of the meeting and Commissioner Fix called the meeting to order. 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; Treasurer, Jim Bahnsen; Assistant Prosecuting Attorney, Amy Brown-Thompson; Deputy JFS Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Recorder, Lisa McKenzie; Deputy HR Director, Abby Watson; HR Officer, Amberly Hannum; Communications Officer, Rachel Elsea; Sheriff, Alex Lape; Appraisal Assistant, Crystal Walker; Appraiser, Robin Balthaser; Interim RPC Director, Holly Mattei; District Urban Technician,

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Chad Lucht; Soil and Water Manager, Nikki Drake; Economic & Workforce Development Director, Rick Szabrak; and Sheriff's Deputy, Kevin Romine.

**Announcements**

There were no additional announcements.

**Approval of Minutes for April 8, 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 8, 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:

- |              |  |
|--------------|--|
| 2025-04.15.a | A resolution to appropriate from unappropriated funds in a major expenditure object categories for Fund# 1001.   |
| 2025-04.15.b | A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.   |
| 2025-04.15.c | A resolution approving an account to account transfer in a major object expense category for materials and supplies for the Visitation Center Budget, General Fund# 1001 |

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 Economic and Workforce Development**

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 Economic and Workforce Development:

- |              |  |
|--------------|--|
| 2025-04.15.d | A resolution authorizing the First Amendment to the subgrant agreement between Pickaway Ross Career and Technology Center and the Fairfield County Board of County Commissioners.                |
| 2025-04.15.e | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 2902/Project # T0001; Redevelopment Tax Equivalent Project |

Roll call vote of the motion resulted as follows:

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

Regular Meeting #16 - 2025 – April 15, 2025

**Regular Meeting #16 - 2025**  
**Fairfield County Commissioners' Office**  
**April 15, 2025**

**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:

- |              |  |
|--------------|--|
| 2025-04.15.f | A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal & Aluminum.   |
| 2025-04.15.g | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. |
| 2025-04.15.h | A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses - Fairfield County Commissioners                                      |

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Family and Children First Council**

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 Family and Children First Council:

- |              |   |
|--------------|---|
| 2025-04.15.i | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 7521, Family Children First Council                   |
| 2025-04.15.j | A resolution authorizing the approval of a partial repayment of an advance to the General Fund – Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention |

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:

- |              |  |
|--------------|--|
| 2025-04.15.k | A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Julia Paige Family Center and Child Protective Services Department. |
| 2025-04.15.l | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Cincinnati Children's Hospital.     |

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2025-04.15.m      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

2025-04.15.n      A Resolution to Approve a Reimbursement for Share of Costs for Postage as a Memo Expenditure for Fund# 2018

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 Regional Planning Commission**

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 Regional Planning Commission:

2025-04.15.o      A Resolution to Approve a Change Order #3 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.

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:

2025-04.15.p      A resolution approving an account-to-account transfer into a major expenditure object category.

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 Treasurer**

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 Treasurer:

2025-04.15.q      A resolution to appropriate from unappropriated in a major expenditure object category Treasurer's office; Fund 2804 DTAC

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:

Regular Meeting #16 - 2025 – April 15, 2025





**A Resolution Amending Resolution 2024-12.03.a that Last Established the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates**

**WHEREAS**, pursuant to Ohio Revised Code 305.06 the Board of County Commissioners, by resolution 2024-12.03.a, has established Board of County Commissioner Meeting dates, times, and locations for 2025; and

**WHEREAS**, the Board of County Commissioners wishes to remove a meeting date.

---

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

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**Section 1.** That the Board of County Commissioners approves removing the June 3, 2025, 9:00 a.m., Commissioners' Review Session and Regular Meeting.

**Section 2.** This resolution will be posted on the website.

**Section 3.** Any news media may request notification of all special and emergency meetings. All such requests shall be directed to the Clerk of the Board, who shall provide such notification as indicated in Sections 4 and 5 of this Resolution.

**Section 4.** For Special Commission meetings, the Commission will provide at least 24 hours' notice to requesting-media via email and will post the meeting on its website and on the bulletin board on the 3<sup>rd</sup> floor of the Administrative Courthouse located at 210 East Main Street.

**Section 5.** For Emergency Commission meetings, the Commission will immediately notify requesting media via email and will post the meeting on its website and on the bulletin board on the 3<sup>rd</sup> floor of the Administrative Courthouse located at 210 East Main Street.

Prepared by: Rochelle Menningen

**A Resolution Rescinding Resolution 2024-10.29.b, and  
Reestablishing the Fairfield County Board of Commissioners' 2025  
Review Sessions, Regular Meetings, and Special Meeting Dates**

**WHEREAS**, to retain a reasonable method by which any person can determine the dates, times, and locations of the Fairfield County Board of Commissioners' Review Session, Regular Meeting, and Special Meeting Dates, and pursuant to R.C. 121.22 (F), the Board of Commissioners wishes to rescind resolution 2024-10.29.b; and

**WHEREAS**, pursuant to R.C. 305.06, the Fairfield County Board of Commissioners desires to reestablish Commission Meeting dates.

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

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**Section 1.** That the Board of Fairfield County Commissioners approves the following as Commission Meeting dates and times:

Commissioners' Review Session and Regular Meetings: Tuesday, January 7, 2025, January 14, 2025, January 21, 2025, January 28, 2025, February 11, 2025, February 18, 2025, February 25, 2025, March 11, 2025, March 18, 2025, March 25, 2025, April 1, 2025, April 8, 2025, April 22, 2025, April 29, 2025, May 6, 2025, May 20, 2025, June 3, 2025, June 10, 2025; June 17, 2025, June 24, 2025, July 8, 2025, July 15, 2025, July 22, 2025, July 29, 2025, August 12, 2025, August 19, 2025, August 26, 2025, September 9, 2025, September 16, 2025, September 23, 2025, September 30, 2025, October 7, 2025, October 14, 2025, October 21, 2025, October 28, 2025, November 4, 2025, December 2, 2025, December 9, 2025; 9:00 a.m., 210 E. Main St., Lancaster; and

Commissioners' Review Session and Regular Meeting: Tuesday, April 15, 2024, 1:00 p.m., Alley Park, 2805 Old Logan Rd. SE, Lancaster; and

Commissioners' Review Session and Regular Evening Meetings: Tuesday, February 4, 2025, 210 E. Main St., Lancaster; March 4, 2025, Greenfield Township Fire Department, 3245 Havensport Rd., Carroll; May 13, 2025, Wigwam Event Center 10190 Blacklick-Eastern Rd. NW, Pickerington; August

**A Resolution Rescinding Resolution 2024-10.29.b, and  
Reestablishing the Fairfield County Board of Commissioners' 2025  
Review Sessions, Regular Meetings, and Special Meeting Dates**

5, 2025, Rushcreek Township Fire Department, 201 Marietta St., Bremen;  
November 18, 2025, Berne Union Local Schools, 506 North Main St., Sugar  
Grove; 7:00 p.m.; and

Roundtable Meetings: Tuesday, February 25, 2025, Fairfield County  
Agricultural Center, 831 College Ave., Lancaster, OH 43130; July 15, 2025,  
The Fairfield Center, 12933 Stonecreek Dr., Pickerington, November 4,  
2025, Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll,  
1:00 p.m. – 4:00 p.m.; and

Budget Hearings: Tuesday, October 7, 2025, October 14, 2025, October 21,  
2025, October 28, 2025, 11:00 a.m. – 4:00 p.m., 210 E. Main St.,  
Lancaster; and

Leadership Conference: Tuesday, April 15, 2025, 8:00 a.m. – 12:00 p.m.,  
Alley Park, 2805 Old Logan Rd. SE, Lancaster; and

State of the County: Tuesday, September 30, 2025, 11:00 a.m. – 1:00  
p.m., The Sheridan Center, 1550 Sheridan Dr., Lancaster.

**Section 2.** This resolution will be posted on the website.

**Section 3.** Any news media may request notification of all special and  
emergency meetings. All such requests shall be directed to the Clerk of the  
Board, who shall provide such notification as indicated in Sections 4 and 5 of  
this Resolution.

**Section 4.** For Special Commission meetings, the Commission will provide  
at least 24 hours' notice to requesting-media via email and will post the  
meeting on its website and on the bulletin board on the 3<sup>rd</sup> floor of the  
Administrative Courthouse located at 210 East Main Street.

**Section 5.** For Emergency Commission meetings, the Commission will  
immediately notify requesting media via email and will post the meeting on  
its website and on the bulletin board on the 3<sup>rd</sup> floor of the Administrative  
Courthouse located at 210 East Main Street.

**A Resolution Rescinding Resolution 2024-10.29.b, and  
Reestablishing the Fairfield County Board of Commissioners' 2025  
Review Sessions, Regular Meetings, and Special Meeting Dates**

**Section 6.** Any person may request advance notification of all meetings at which a specific type of public business is to be discussed. All such requests shall be directed to the Clerk of the Board, who shall provide such notification as necessary.

Prepared by: Rochelle Menningen

Prosecutor's Approval Page

Resolution No.

A Resolution Rescinding Resolution 2024-10.29.b, and Reestablishing the Fairfield County Board of Commissioners' 2025 Review Sessions, Regular Meetings, and Special Meeting Dates

(Fairfield County Commissioners)

Approved as to form on 11/21/2024 10:26:23 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. 2024-12.03.a

A Resolution Rescinding Resolution 2024-10.29.b, and Reestablishing the Fairfield County Board of Commissioners' 2025 Review Sessions, Regular Meetings, and Special Meeting Dates

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, 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

Resolution No. 2025-04.22.a

A Resolution Amending Resolution 2024-12.03.a that Last Established the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Building Sheridan Fund# 3910.**

**WHEREAS,** the Board of Commissioners would like to move forward with completing the Sheridan Center project; and

**WHEREAS,** appropriations from unappropriated transactions and a cash transfer are necessary for this project.

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

---

**Section 1.** Request that the Fairfield County Commissioners Appropriate from Unappropriated funds to the following major expense category for transfers and capital outlay:

\$1,500,000                      12100149 transfers (GRF)

\$1,501,914.47                12391000 capital outlay (Sheridan Bldg. Fund)

**Section 2.** That the transfer of funds in the amount of \$1,500,000 hereby authorized as follows:

From: 12100149 700000 General Fund transfer capital improvement

To: 12391000 439100 Capital Improvement intergovernmental transfers in

---

**A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Building Sheridan Fund# 3910.**

---

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

***Section 1:*** Update the expenditure object lines for appropriations as follows:

\$ 1,500,000      12100149 700000 GRF misc. transfers  
\$1,501,914.47    12391000 570000 Sheridan Capital

***Section 3.*** Issue an Amended Certificate, on behalf of the Budget Commission, in the amount \$1,500,000 to the credit of Fund# 3910.

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

\$1,500,000      12391000 439100 Sheridan intergovt. Transfers in

Resolution No. 2025-04.22.b

A resolution authorizing a fund to fund transfer from General Fund# 1001 and  
Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001  
& Building Sheridan Fund# 3910.

(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.

**An Administrative Approval Regarding a Contract for Investigator Services Between Fairfield County and Holly Anna Westhoven.**

**WHEREAS,** the Fairfield County Coroner is requesting the Board of Commissioners approval for a contract for investigator services between the Fairfield County Coroner and Holly Anna Westhoven; and

**WHEREAS,** this agreement shall be effective May 1, 2025, through December 31, 2025; and

**WHEREAS,** a purchase order has been requested for 2025 and will be attached once released by the Auditor; and

**WHEREAS,** the Prosecuting Attorney has approved the contract as to form,

---

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

---

**Section 1.** That the County Administrator approves the attached contract between the Fairfield County Coroner and Holly Anna Westhoven.

Prepared by: Kelly Frank

**An Administrative Approval Regarding a Contract for Investigator Services Between Fairfield County and Holly Anna Westhoven.**

**WHEREAS,** the Fairfield County Coroner is requesting the Board of Commissioners approval for a contract for investigator services between the Fairfield County Coroner and Holly Anna Westhoven; and

**WHEREAS,** this agreement shall be effective May 1, 2025, through December 31, 2025; and

**WHEREAS,** a purchase order has been requested for 2025 and will be attached once released by the Auditor; and

**WHEREAS,** the Prosecuting Attorney has approved the contract as to form,

---

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

---

**Section 1.** That the County Administrator approves the attached contract between the Fairfield County Coroner and Holly Anna Westhoven.

Prepared by: Kelly Frank



ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **25003955 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2026

B  
I  
L  
L  
T  
O

COUNTY CORONER  
240 BALDWIN DRIVE  
LANCASTER, OH 43130  
Phone: 740-652-2865

V  
E  
N  
D  
O  
R

HOLLY ANNA WESTHOVEN  
7675 OBERLIN COURT  
LANCASTER, OH 43130

S  
H  
I  
P  
T  
O

COUNTY CORONER  
240 BALDWIN DRIVE  
LANCASTER, OH 43130  
Phone: 740-652-2865

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
220-207-7997				4296	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
04/11/2025	18565				CORONER
NOTES					

PO Requisitioner Name : Kelly Frank

E mail Address : [kelly.frank@fairfieldcountyohio.gov](mailto:kelly.frank@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Contracted Investigator Services GL Account: 25100100 - 530000	1.0	EACH	\$6,000.00	\$6,000.00
GL SUMMARY					
	25100100 - 530000			\$6,000.00	

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$\_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$6,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 04/11/2025

*Carri L. Brown*

Auditor Fairfield County, OH

Purchase Order Total

\$6,000.00

For Department Use ONLY

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$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 09 \_\_\_\_\_ day of April \_\_\_\_\_, 2025.

Kelly Frank

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.\***

## AGREEMENT FOR INVESTIGATIVE SERVICES

This agreement is made by and between the Board of Fairfield County Commissioners on behalf of Fairfield County Coroner Dr. L. Brian Varney (the Coroner) and Holly A. Westhoven (the Investigator) as of the last date indicated below.

WHEREAS, the Coroner is the duly elected County Coroner of Fairfield County Ohio, whose duties are generally set forth in Ohio Revised Code Chapter 313; and

WHEREAS, pursuant to Ohio Revised Code Section 313.05, the Coroner may appoint investigators and define the scope of their duties; and

WHEREAS, the Investigator possesses the required skill and expertise to serve as an investigator for the Coroner;

NOW, THEREFORE, the parties agree as follows:

### *Section 1. Scope of Services.*

- (A) During the term of this agreement the Investigator is hereby appointed an Investigator for the Fairfield County Coroner's Office and shall perform the duties as set forth in this Agreement.
- (B) The Investigator shall undertake all tasks assigned to him under this Agreement using his best efforts and professional skills and judgment. Methods for accomplishing tasks assigned to the Investigator shall be left to the Investigator's discretion, but all services rendered by the Investigator shall be done in accordance with, and in a manner as necessary for the Office of the Fairfield County Coroner to maintain compliance with applicable governmental laws and regulations. The Coroner will provide equipment necessary to comply with necessary health and safety laws and regulations.
- (C) Availability for dispatch:
  - (i) On days assigned by the Coroner and agreed to by the Investigator, the Investigator shall make himself available to be dispatched to commence death investigations as provided in Section 1(D) of this Agreement ("On-Call Day").
  - (ii) On-Call Days shall commence at 7:30 a.m. on the dates assigned by the Coroner and cease at 7:29:59 a.m. the following day.
  - (iii) During On-Call Days, the Investigator shall be available to commence travel to a death scene within 10 minutes of a dispatch call. The Investigator will additionally meet the following requirements during the entire time of any On-Call Day:

- (iii)-1 Be within a 35-mile radius of the City of Lancaster, Ohio, unless coverage arrangements have been previously made with the Coroner or Deputy Coroner.
  - (iii)-2 Be free from the influence of alcohol or illegal drugs.
  - (iii)-3 Be free from the influence of any legal or prescription drug that would hinder the investigator's ability to perform the services set forth in Section 1(D).
  - (iii)-4 The Investigator shall not be on-call or on-duty for any other entity or organization, whether public or private.
- (iv) If the Investigator is not available for dispatch at any point during an On-Call day, the Investigator shall immediately notify the Coroner or his designee. The Investigator shall not be paid for On-Call days when the Investigator is not available for dispatch.

(D) Services to be provided:

- (i) When dispatched during the Investigator's On-Call Periods, the Investigator shall proceed to the scene and commence an investigation. The Investigator shall collect necessary toxicology samples and submit them to the necessary laboratories for processing. The Investigator shall arrange for appropriate autopsies.
- (ii) While conducting an investigation, the Investigator shall consult with the Coroner, and staff of the Coroner's Office as necessary.
- (iii) While conducting an investigation, the Investigator shall interact with law enforcement in a cooperative manner and interact with the decedent's families and/or friends in a timely and informational manner.
- (iv) The Investigator shall enter a case into Forensic Filer (or other software designated by the Coroner) within 6 hours of being dispatched. This entry will include all data outlined in the Quick Entry Guidelines provided by the Coroner to the Investigator. The Investigator will submit the final report in Forensic Filer (or other software designated by the Coroner) within 3 days of receipt of the final death certificate and autopsy or toxicology report, unless an extension is specifically granted by the Coroner or the Coroner's designee.
  - (iv)-1 The Investigator shall provide any follow-up information to the Coroner or the Coroner's designee within a reasonable amount of time upon request by the Coroner or the Coroner's designee.
- (v) The Investigator shall make himself reasonably available during regular business hours to consult with law enforcement or representatives of a prosecutor's office

regarding the investigation. The Investigator shall appear in Court at the request of any prosecutor's office to testify regarding his investigation.

(E) Non-On-Call Services:

- (i) The Investigator may, from time to time, be called upon to provide the services set forth in Section 1(D) during a non-On-Call Day. The Investigator shall have discretion as to whether or not to accept dispatch to the scene, but if the Investigator does accept dispatch to the scene, he shall provide all services set forth in Section 1(D) as if he were dispatched during an On-Call Day.

*Section 2. Term and Termination.*

- (A) This Agreement shall become effective as of May 1, 2025 (the Effective Date) and shall remain in full force and effect December 31, 2025, unless earlier terminated as provided in Section 2(B).

(B) Early Termination:

- (i) Either party may terminate this Agreement by providing the other party written notice of the party's intent to terminate 30 days prior to the date of termination. The date of termination under this Section 2(B)(i) shall be on the last day of a calendar month.
- (ii) The Coroner may immediately terminate this Agreement upon written notice to the Investigator in the event of the occurrence of any of the following with respect to the Investigator:
  - (ii)-1 Dishonesty, or misappropriation of property of the Office of the Fairfield County Coroner.
  - (ii)-2 Negligence in the performance of any duty or responsibility assigned to the Investigator under this Agreement;
  - (ii)-3 Failure to respond to a call for dispatch during an On-Call Day within the provisions set forth in Section 1(C).
  - (ii)-4 Commission or conviction, including a plea of nolo contendere, of any felony or of any crime involving moral turpitude; or
  - (ii)-5 Material breach of any covenant, agreement, term, representation or warranty of the Investigator in this Agreement, which breach or failure, if susceptible of cure, continues uncured for 30 days after the Coroner gives written notice of such breach or failure to the Investigator; any notice of breach will describe such breach with reasonable particularity.

- (iii) In the event of early termination, the Investigator shall not be relieved of his obligations to prepare reports as provided in Section 1 (D), and provide any follow-up services provided therein.

### *Section 3. Payment for Services.*

- (A) The Investigator shall be paid a flat fee of \$225.00 per On-Call Day assigned to him by the Coroner. This fee shall be his sole remuneration for all services provided pursuant to Section 1 (D) for each dispatch during the On-Call period.
- (B) The Investigator shall be paid a flat fee of \$200.00 for each dispatch he accepts during a non-On-Call Day. This fee shall be his sole remuneration for all services provided pursuant to Section 1 (D) for each dispatch so accepted.
- (C) The Investigator shall be paid a flat fee of \$200.00 for each day that he appears in Court to testify regarding a case investigated pursuant to this agreement.
- (D) At the conclusion of each calendar month during the term of this Agreement, the Investigator shall submit an invoice to the Coroner detailing the number of On-Call Days assigned to him during the previous calendar month and the number dispatches accepted on non-On-Call Days during the previous Calendar month, the number of days that the investigator was required to appear in Court to give testimony, and a request for payment for said items.
- (E) This Agreement has been entered into on a per unit basis at the rates set forth in this Section. An estimate of the total amount to become due upon said Agreement has been certified in writing to the Fairfield County Auditor's Office and appropriated in accordance with R.C. 5705.41 (D)(3).
- (F) In the event of early termination of this Agreement, the Investigator shall submit an invoice detailing all outstanding On-Call Days assigned to him and the number dispatches accepted on non-On-Call Days, and a request for payment for said items.

### *Section 4. Records.*

- (A) As used in this Agreement, the term "record" shall have the same meaning as defined in Ohio Revised Code Section 149.011 (G).
- (B) The Investigator shall maintain all records pertaining to activities undertaken pursuant to this Agreement in accordance with the records retention schedule of the Fairfield County Coroner's Office. All such records shall be delivered to the Coroner at the expiration of this Agreement, or at any time during the term of this agreement as the Coroner may request. All such records shall at all times be considered the property of the Coroner.

- (C) The parties acknowledge that the records held by the Investigator may constitute public records pursuant to Ohio Revised Code Section 149.43, however any requests to view or copy records made by any member of the public directly to the Investigator shall immediately be relayed to the Coroner. All responses to public records requests shall be made by or at the direction of the Coroner.

*Section 5. Duty of Confidentiality.*

- (A) It is understood between the parties that during the term of this Agreement the Investigator may deal with confidential information, including but not limited to protected health information, confidential law enforcement investigatory records, suicide notes and/or photographs. All records that investigators prepare, or confidential information that might be given to him in the course of this Agreement, shall not be disclosed to any third-party. Any public records requests made directly to the Investigator shall be handled in accordance with Section 4(C) of this Agreement.
- (B) The Investigator agrees that his obligation of confidentiality under this Agreement shall survive any expiration or termination of this Agreement.

*Section 6. Relationship of the Parties.*

- (A) The parties to this Agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Accordingly, in the performance of the contract, the Investigator is considered an independent agent, and not an employee, of the Coroner.
- (B) As an independent contractor, the Investigator acknowledges that no contributions will be made to the Ohio Public Employees Retirement System (OPERS) for his services. The Investigator will complete and deliver to the Coroner an Independent Contractor/Worker Acknowledgment form as promulgated by OPERS no later than 30 days after the execution of this Agreement.
- (C) The Investigator acknowledges that he will not be eligible for workers' compensation or unemployment compensation.
- (D) The Investigator acknowledges that he will not be eligible to participate Fairfield County's health benefit program, and will not receive any other fringe benefits, including but not limited to vacation or sick leave. The Investigator's consideration under this agreement is limited to that set forth in Section 3 of this Agreement.

*Section 7. Miscellaneous Provisions.*

- (A) While performing services under this Agreement, the Investigator shall conduct themselves in a courteous, prompt, and professional manner, and shall appear and interact with the public in such a manner as to display the high standards of professional conduct expected in the Fairfield County Coroner's Office and the medical field generally.



While performing services under this Agreement that require interacting with the public, the Investigator shall dress in a manner that conveys professionalism and promotes trust and confidence in the Office of the Fairfield County Coroner.

(B) The Investigator may be required to submit to at least one unannounced drug screen annually, done by a service provider of the Coroner's choice at the Coroner's expense. Failure to complete the drug screen within 24 hours of a request by the Coroner, or a positive test for illegal substance abuse and/or misuse of legal drugs may result in the immediate termination of this Agreement under Section 2(B)(ii) at the Coroner's sole discretion.

(C) Any notices to be provided under this Agreement will be given by placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address shown below or other addresses as the respective party may direct in writing to the other, or by personal delivery to the address, and such notice will be deemed effective on the placing in the mails, or on personal delivery:

(i) The Investigator: Holly A. Westhoven  
7675 Oberlin Court  
Lancaster, OH 43112  
\_\_\_\_\_

(ii) The Coroner: Dr. Brian Varney  
240 Baldwin  
Lancaster, OH 43130  
\_\_\_\_\_

(D) The parties understand and agree that if a court holds any part, term, or provision of this contract to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid. Alternatively, in the event of such a court ruling, either party may terminate the Agreement.

(E) Neither party shall assign the contract or any payments due or to become due under it without the written consent of the other party.

(F) The section headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and are not intended to, define, limit or extend the scope or intent of the clauses to which they pertain.

(G) Time is of the essence of this agreement. If either party fails to perform within the designated time, the other party may elect to terminate the contract in its entirety.

- (H) The covenants and conditions contained in this agreement apply to and bind the parties, as well as their successors, legal representatives and assigns.
- (I) No provision of this agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
- (J) No waiver of any breach of this contract will be held a waiver of any other or subsequent breach. All remedies afforded in this contract will be taken and construed as cumulative, that is, in addition to every other remedy provided in this contract or by law.
- (K) This Agreement shall be governed by the laws of the State of Ohio.
- (L) This Agreement constitutes the entire written understanding of the parties. It may not be contradicted by any oral representations not set forth herein. This Agreement may be modified only in writing, by mutual agreement of the parties.

In consideration whereof, the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated.

THE INVESTIGATOR:

THE BOARD OF FAIRFIELD COUNTY  
COMMISSIONERS:

By: Holly Westhoven RN

By: \_\_\_\_\_

Name: Holly Westhoven RN

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

Date: 4-9-25

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

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, Holly Westhaver RN (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain any of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

  
Company Representative Signature and Title

\_\_\_\_\_  
Company Representative Name and Company

4-9-25

\_\_\_\_\_  
Date

Prosecutor's Approval Page

Resolution No.

An administrative approval regarding a contract for investigator services between Fairfield County and Holly Westhoven.

(Fairfield County Coroner)

Approved as to form on 4/16/2025 9:26:29 AM by Amy Brown-Thompson,

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

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

Resolution No. 2025-04.22.c

An administrative approval regarding a contract for investigator services between Fairfield County and Holly Westhoven.

(Fairfield County Coroner)

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 Adult Probation; Fund # 2365, County Probation.**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2365, County Probation; 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:

\$20,000; 13236500, Capital Outlay

Prepared by: Brian Wolfe

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

\$20,000

13236500; 574000; Equipment, Software and Fixtures

Signature Page

Resolution No. 2025-04.22.d

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

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle**

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

**WHEREAS**, FCEO needs to reimburse the General Fund by using account code 534000 ; 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 438017 Postage Reimbursement - \$108.19

This amount represents monies owed to the General Fund for FCEO's share of Postage cost quarterly paid to the Board of Commissioners as denoted in the attached documentation. (January 2025 through March 2025)

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 FCEO's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 16202401-534000 Contractual Services, Facility Costs  
Amount: \$ 108.19

Prepared by: Julie Huggins, Accounting Clerk  
cc: Staci Knisley, Commissioners' Office



# INVOICE

April 11, 2025

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

Billed To **Fairfield County Engineer**

1<sup>st</sup> Quarter

Date	Description				Amount
	1/1/2025-3/31/2025				\$108.19
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
					\$108.19


Make all checks payable to Fairfield County Commissioners

SERVE • CONNECT • PROTECT

## Account Summary Report

Date Range: Jan 1, 2025 to Jan 31, 2025


Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH

Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

### Meter Details

Location	Meter Name	Model	Serial Number	PbP Account Number	Status	Last transaction	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Feb 5, 2025	

### Account Summary

Account	Pieces	Total Charged
BOE	920	\$599.430
CLERK OF COURTS	4,334	\$10,263.700
Engineers	12	\$54.430
FACF	1	\$8.350
JFS	4,268	\$3,543.310
MISC	13,174	\$9,617.140
UTILITIES	148	\$103.240
<b>Total Amount</b>	<b>22,857</b>	<b>\$24,189.600</b>

## Account Summary Report

Date Range: Feb 1, 2025 to Feb 28, 2025


Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH

Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

### Meter Details

Location	Meter Name	Model	Serial Number	PbP Account Number	Status	Last transaction	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Mar 3, 2025	

### Account Summary

Account	Pieces	Total Charged
BOE	1,643	\$1,131.370
CLERK OF COURTS	4,922	\$10,912.800
Engineers	20	\$41.210
JFS	4,161	\$3,368.680
MISC	7,587	\$5,359.060
UTILITIES	49	\$35.730
<b>Total Amount</b>	<b>18,382</b>	<b>\$20,848.850</b>

## Account Summary Report

Date Range: Mar 1, 2025 to Mar 31, 2025


Meter Group: All Meters

Meter 1W00 - 1402449 Old Meter at LANCASTER, OH

Meter 7W00 - 8036325 at LANCASTER, OH

1 meter(s) did not upload before ending date

### Meter Details

Location	Meter Name	Model	Serial Number	PbP Account Number	Status	Last transaction	Status Flag
LANCASTER, OH	1W00 - 1402449 Old Meter	1W00	1402449	35425578	Active	Sep 18, 2024	
LANCASTER, OH	7W00 - 8036325	7W00	8036325	35425578	Active	Apr 10, 2025	

### Account Summary

Account	Pieces	Total Charged
BOE	910	\$697.800
CLERK OF COURTS	4,863	\$10,648.920
Engineers	4	\$12.550
FACF	1	\$0.690
JFS	4,405	\$3,919.410
MISC	6,748	\$6,148.930
Transit	2	\$1.380
UTILITIES	39	\$28.810
<b>Total Amount</b>	<b>16,972</b>	<b>\$21,458.490</b>

Resolution No. 2025-04.22.e

A resolution to approve a reimbursement for share of costs for Monthly Postage paid to Fairfield County Commissioners as a memo expenditure for fund County Engineer 2024-Motor Vehicle

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve the ODOT Road Salt Contract for 2025.**

**WHEREAS,** in order to remove snow and ice from county roadways for the winter season 2025-2026, the Fairfield County Engineer wishes to purchase road salt through ODOT's cooperative purchasing program.

**WHEREAS,** ODOT is requesting the attached Road Salt Contract 2025 be executed by this Board of County Commissioners.

---

**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 resolves to approve and sign the attached ODOT Road Salt Contract for 2025 allowing the County Engineer to purchase road salt through ODOT's cooperative purchasing program.

**SECTION 2:** that the Clerk of this Board furnish the County Engineer with a copy of this Resolution and the signed Contract for further action.

Prepared by: Cheryl Downour  
cc: Engineering Office

**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025**

**WHEREAS**, the Fairfield County Engineer's Office; 3026 W. Fair Avenue; Lancaster, OH 43130 (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to wave all liability against the Department of Transportation arising out of the Political Subdivision's participation in the road salt contract; and
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 2,  
2025.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.



## 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 to approve the ODOT Road Salt Contract for 2025.

(Fairfield County Engineer)

Approved as to form on 4/16/2025 3:38:33 PM by Amy Brown-Thompson,

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

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

Signature Page

Resolution No. 2025-04.22.f

A resolution to approve the ODOT Road Salt Contract for 2025.

(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 amendment to the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP.**

**WHEREAS**, by resolution 2025-01.28.e, this Board of Commissioners executed a Road Usage Maintenance Agreement (RUMA) with Ohio Power Company, a unit of AEP (AEP); 8500 Smiths Mill Road; New Albany, OH 43054 to construct and operate an overhead electric power line within Fairfield County, Ohio; and

**WHEREAS**, additional haul roads are needed by AEP to complete said project and a 1<sup>st</sup> Amendment of the RUMA is needed by both parties; and

**WHEREAS**, this 1<sup>st</sup> Amendment requires the approval and signatures of the Fairfield County Board of Commissioners.

---

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

---

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, approve and sign the attached 1<sup>st</sup> Amendment to the Road Usage Maintenance Agreement between Fairfield County and AEP.

**SECTION 2:** that the Clerk for this Board return the signed Amendment together with this Resolution to the County Engineer for further processing.

Prepared by: Cheryl Downour  
cc: Engineering Office

**1st AMENDMENT TO FAIRFIELD COUNTY, 01110 ROAD USAGE  
AGREEMENT BETWEEN FAIRFIELD COUNTY BOARD OF  
COMMISSIONERS AND AEP**

This Amendment is made and entered into effective upon execution by all parties hereto, by and between Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, ("FCBCC") and Ohio Power Company, an Ohio Corporation, a unit of AEP ("AEP").

**BACKGROUND INFORMATION**

- A. AEP is constructing and operating an overhead electric power line ("W. Lancaster-S. Baltimore-W. Millersport Project") in Fairfield County, Ohio.
- B. FCBCC entered into a road usage maintenance agreement ("RUMA") with AEP on January 28, 2025, to address the damage that Fairfield County roads would incur as a result of this project. The Agreement is attached hereto as Exhibit 1
- C. After the RUMA was executed, AEP and its contractors were travelling on Fairfield County roads not included under the RUMA. To resolve, the parties agreed to amend the current Exhibit A attached to the RUMA to include these additional roads.
- D. As a result of adding roads to the scope of the RUMA, the bond that was previously posted under Section 8 of the RUMA must be increased as well.
- E. In order to address both of these changes, the parties have agreed to enter into the 1<sup>st</sup> Amendment of the RUMA.

**STATEMENT OF THE AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the FCBCC and AEP hereby agree as follows:

- A. The first sentence of Section 8 of the RUMA is hereby revised as follows:  
  
"8. **Bond.** AEP shall post a surety bond in the amount of **\$4,748,870.00** in a form and with a surety satisfactory to the County to secure AEP's performance of its obligations under this Agreement including, but not limited to, its obligation to pay for any damages, repairs, or maintenance to roadways in Fairfield County, Ohio proximately caused by or proximately resulting

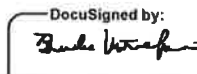
from AEP's use of the roadways and its obligation to pay any costs or inspection incurred by the Fairfield County Engineer's Office.

B. The document titled **Haul Route Road/Bridge List Covered Under RUMA** and previously attached as Exhibit A to the RUMA is hereby updated to include Pleasantville Road from SR 158 to SR 37; Holder Road from Baltimore Corp Limit to SR 37; Bickel Church Road from 450 Bickel Church Road NE to SR 37; and Cherry Lane from Canal Road to SR 204. The updated haul route document shall be noted as **Amended Exhibit A** and is hereby incorporated by reference into the RUMA.

C. Except as modified herein, all terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment Between Ohio Power Company, And Fairfield County Board Of Commissioners Agreement as of the last date set forth below.

**OHIO POWER COMPANY**

By:    
 **Brenda Unternaher, Right of Way Manager**   
 Date: 4/11/2025

**FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_   
 **Steve Davis**

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

By: \_\_\_\_\_   
 **Jeff Fix**

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

By: \_\_\_\_\_   
 **Dave Levacy**

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

**AEP W Lancaster- S Baltimore - W Millersport Project  
FAIRFIELD COUNTY HAUL ROUTES AND BRIDGES**

<b><u>ROAD NAME</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>MILES</u></b>	<b><u>BRIDGES</u></b>
Crumley Rd	US 22	Delmont	2.25	HOC35, HOC33, HOC5
Delmont Rd	Crumley Rd	US 22	1	
Collins Rd	West Fair Ave	Columbus-Lancaster Rd	1.19	GRE43, GRE44, GRE 45, GRE 46
Columbus- Lancaster Rd	US 33 Ramp	Lancaster Corp	4.06	GRE47, GRE48
Old Columbus Rd	Election House Rd	Lancaster Corp	0.64	
Election House Rd	Columbus- Lancaster Rd	N Columbus St	0.02	
Coonpath Rd NW	US 33 Westbound Exit to Coonpath	SR 188	3.96	GRE52, GRE9
Carroll Eastern NW	Claypools Run	SR 188	0.2	
Pleasantville Rd NW	SR 158	SR 37	2.04	LIB22
Canal Rd NE	Cherry Ln	SR 37	1.23	
Rainbow Drive	Coonpath Rd NW	SR 158	1.74	
Ginder Rd	Sheets Rd	SR 158	0.59	
Sheets Rd	Ginder Rd	3858 Sheets Rd	0.2	
Burchey Rd	Carroll Eastern Rd NW	5185 Burchey Rd	0.17	
Leonard Rd NW	SR 158	AEP Substation	0.76	LIB20
Holder Road	Baltimore Corp Limit	SR 37	1.16	
Bickel Church Rd	Cherry Ln	SR 37	1.04	WAL35
Cherry Lane	Canal Road	SR 204	3.36	LIB52
Ety Rd	n/a	n/a	0	LIB24
West Fair Ave	n/a	n/a	0	LIB25
N Memorial Drive	n/a	n/a	0	LIB26

## INCREASE PENALTY RIDER

BOND AMOUNT \$3,990,070.00 BOND NO. 285075761

To be attached and form a part of Bond No. 285075761 dated the 17th Day of December, 2024, executed by Liberty Mutual Insurance Company as surety, on behalf of Ohio Power Company as current principal of record, and in favor of Fairfield County Board of Commissioners, as Obligee for Road Usage; W. Lancaster - S. Baltimore - W. Millersport - W. Millersport Project, and in the amount of Three Million Nine Hundred Ninety Thousand Seventy Dollars and 00/100 (\$3,990,070.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Liberty Mutual Insurance Company hereby consents that effective from the 1st Day of April, 2025, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Three Million Nine Hundred Ninety Thousand Seventy Dollars and 00/100 (\$3,990,070.00)

TO: Four Million Seven Hundred Forty Eight Thousand Eight Hundred Seventy Dollars and 00/100 (\$4,748,870.00)

The INCREASE of said bond penalty shall be effective as of the 1st Day of April, 2025, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 1st Day of April, 2025



BY

Signed by:  
Matthew D. Jensen  
1E571EBD4B5A4EC

Ohio Power Company  
PRINCIPAL

BY

Paula M. Eby  
Paula M. Eby, ATTORNEY-IN-FACT

Liberty Mutual Insurance Company  
SURETY

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

Fairfield County Board of Commissioners  
OBLIGEE

BY

TITLE



## Certificate Of Completion

Envelope Id: D39606D2-3FC4-4B37-8154-11267A7EDD00

Subject: Complete with Docusign: 285075761 Rider.pdf

Source Envelope:

Document Pages: 1

Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1

Initials: 0

Status: Completed

Envelope Originator:

Jessica A Green

700 Morrison Road

Gahanna, OH 43230

jagreen@aep.com

IP Address: 167.239.145.248

## Record Tracking

Status: Original

4/2/2025 9:04:37 AM

Holder: Jessica A Green

jagreen@aep.com

Location: DocuSign

## Signer Events

Matthew Fransen

mdfransen@aep.com

Vice President

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:  
  
1E574EBD4B5A1EC

Signature Adoption: Uploaded Signature Image  
Using IP Address: 167.239.221.101

## Timestamp

Sent: 4/2/2025 9:06:31 AM

Viewed: 4/2/2025 9:07:10 AM

Signed: 4/2/2025 9:07:45 AM

## Electronic Record and Signature Disclosure:

Accepted: 4/2/2025 9:07:10 AM

ID: c944b408-43c6-4645-9be0-e76cc2f78762

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

4/2/2025 9:06:32 AM

Certified Delivered

Security Checked

4/2/2025 9:07:10 AM

Signing Complete

Security Checked

4/2/2025 9:07:45 AM

Completed

Security Checked

4/2/2025 9:07:45 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

Please confirm your agreement by clicking the 'I agree' button at the bottom of this document.



## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Paula M. Eby all of the city of Columbus, state of OH, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers.

Principal Name: Ohio Power Company  
Obligee Name: Fairfield County Board of Commissioners  
Surety Bond Number: 285075761

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of April, 2025, before me personally appeared Nathan J. Zangerle who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12 Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**FAIRFIELD COUNTY, 01110  
ROAD USAGE AGREEMENT**

This Agreement is made and entered into as of this 28th day of January 2025 by and between the County of Fairfield County, Ohio ("County") acting by and through its Board of County Commissioners, and Ohio Power Company, an Ohio Corporation, a unit of AEP ("AEP").

**RECITALS:**

**WHEREAS**, AEP is an Ohio Corporation, a public utility duly authorized to conduct business and duly registered in the State of Ohio; and

**WHEREAS**, AEP will construct and operate an overhead electric power line ("W Lancaster-S Baltimore-W Millersport -W Millersport Project") which includes construction within Fairfield County, Ohio; and

**WHEREAS**, in the prosecution of the W Lancaster-S Baltimore-W Millersport Project, AEP and its contractors and assigns will require and must obtain from the County special hauling permits for vehicles intended to be operated on Fairfield County roads; and

**WHEREAS**, in the prosecution of the W Lancaster-S Baltimore-W Millersport Project, AEP and its contractors and assigns will require and must obtain from the County road crossing permits for work performed within the Fairfield County road rights-of-way; and

**WHEREAS**, the County requires AEP, as a condition of the issuance of such special hauling permits and road crossing permits, to enter into this agreement to compensate for or to repair damage caused to roadways by travel under the permits. AEP disputes this requirement but agrees to the terms herein to ensure that adequate electric power can be maintained to the residents of Fairfield County.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration hereby acknowledged, it is agreed as follows:

1. **Notification to County in Advance.**
  - a) To supplement any applications for special hauling that may be issued incident to the W Lancaster-S Baltimore-W Millersport Project, AEP covenants that the Fairfield County Engineer will

*Exhibit 1*

be notified by AEP no less than seventy-two(72) hours in advance of the start of the project in writing 1) of the number of vehicles AEP anticipates will require special hauling permits and will be operated on roadways in Fairfield County, not maintained by the State of Ohio, by AEP and its contractors and assigns, and 2) by use of the Permit Application to Move Oversized/Overweight Vehicles, as found on the Fairfield County Engineer's website (<https://www.fairfield.co.oh.us/Engineer>) , of any Oversized or overweight vehicles that will be operated on Fairfield County roadways, not maintained by the State of Ohio.

b) To supplement any applications for road crossings that may be issued incident to the W Lancaster-S Baltimore-W Millersport Project, AEP covenants that the Fairfield County Engineer will be notified by AEP no less than seventy-two (72) hours in advance in writing 1) by use of the Permit Application to Utilize County Road Right-of-Way, as found on the Fairfield County Engineer's website (<https://www.fairfield.co.oh.us/Engineer>) , of any work performed within the Fairfield County road rights-of-way not maintained by the State of Ohio.

**2. Roadway Damage.** AEP hereby agrees to be responsible for any and all damage to public roads and bridges, including but not limited to drainage ditches, culverts, guardrails, signs, and other transportation structures or appurtenances (collectively referred to as "roadway") in Fairfield County, Ohio, proximately caused by or proximately resulting from the W Lancaster-S Baltimore-W Millersport Project. AEP shall immediately notify the Fairfield County Engineer in writing of any damage caused by AEP or any of its contractors, subcontractors, or agents to any roadway in Fairfield County, Ohio.

**3. Roadway Damage Costs.** AEP agrees within forty five (45) days of receipt of the County's written and substantiated request, to be sent to Julie Mott, Right of Way Agent Ohio Power Company, 8500 Smiths Mill Rd, New Albany, Ohio 43054, to reimburse the County for any maintenance or repair costs incurred by the County as a result of damage to the roadway(s) proximately caused by AEP or its agents, subcontractors, or licensees, or proximately resulting from any work undertaken in connection with the W Lancaster-S Baltimore-W Millersport Project in Fairfield County, Ohio. AEP further agrees within forty- five (45) days of receipt of the County's written and substantiated request to reimburse the County for any cost or expense incurred by the County to restore said roadways at the completion of or, if the County reasonably deems it necessary, during the course of the construction of the W Lancaster-S Baltimore-W Millersport Project in Fairfield County so as to place said roadways in a condition at least equal to the condition of said roadways at the time of inception of the usage of such roadway(s) by AEP or its agents, subcontractors, or licensees. AEP will not unreasonably delay or deny payment as requested by the Fairfield County Engineer. Should AEP refuse to pay, delay payment beyond forty five (45) days of its receipt of the County's written request for

payment, unreasonably challenge or contest payment, or deny payment as requested by the Fairfield County Engineer pursuant to this Section 3, and it is determined by the County Engineer and the County Prosecutor that AEP is responsible for said payment, the County Prosecutor shall Contact AEP internal Legal Counsel and request payment. If the parties cannot work out resolution of the payment issues the matter will be submitted to mediation.

Snow removal and ice control on County roadways shall remain the responsibility of the County Engineer.

In the event the County performs repairs, maintenance, and/or restorations on roadways utilized by AEP or its agents, subcontractors, or licensees as a result of damage proximately caused from any work undertaken in connection with the W Lancaster-S Baltimore-W Millersport Project in Fairfield County, Ohio, by AEP or its contractors, subcontractors, or agents, then AEP shall pay the County for labor and materials utilized by the County Engineer for road maintenance or repair, at cost of materials plus the actual cost and expense for labor associated with the repair, maintenance, or restoration.

Full payment shall be made by AEP to the Fairfield County Engineer's Motor Vehicle Fund or other appropriated fund source as directed by the Fairfield County Engineer within forty- five (45) days of the receipt by AEP, or any of its agents, of a substantiated invoice from the County for any such repair, maintenance, or restoration work.

**4. Roadway Signage.** The Fairfield County Engineer shall post appropriate signage, or in the interim barricades, warning motorists of damage to roadways and other conditions affecting travel.

**5. Roadway Restrictions.** AEP and its contractors, subcontractors, employees, licensees, representatives, and all others doing work for AEP in Fairfield County, Ohio shall comply with any and all posted and generally applicable public roadway and bridge restrictions, including any weight restrictions, utilized by the W Lancaster-S Baltimore-W Millersport Project.

**6. Overload Requirements.** Per Ohio Revised Code 5577.07 the County reduces weight limits on all Designated Roads from December 15 through April 15 of the following year. By entering into this Agreement, Company is exempt from the Thaw Load Reduction. However, all vehicles exceeding Ohio legal load limits shall still obtain an overload permit. This Road Usage Agreement does not terminate Company's duty to obtain other necessary permits from the County and/or Township, such as: right-of way excavation permits; driveway installation permits; overweight vehicle permits, etc, if applicable. AEP will provide advanced notice of usage dates for overweight vehicles in Fairfield County.

Prior to AEP, or any of its employees, agents, contractors, subcontractors, or others under its direction or control (collectively "AEP") utilizing any section or portion of roadway in Fairfield County, Ohio to drive,

tow, or otherwise move any vehicles or equipment weighing more than is permitted pursuant to Ohio Revised Code Section 5577.04 ("the Legal Weight Limit"), AEP shall submit the following to the Fairfield County Engineer for its review and approval: (a) a true and accurate videotape of the sections or portions of the roadways over which AEP intends to drive, tow, or otherwise move vehicles or equipment that weigh in excess of the Legal Weight Limit; (b) a load analysis, reasonably satisfactory to the Fairfield County Engineer performed and signed as accurate by a professional engineer licensed in the State of Ohio, of all bridges or other supported manmade structures over which AEP intends to drive, tow, or otherwise move vehicles or equipment that weigh in excess of the Legal Weight Limit; and (c) still photographs that clearly and accurately depict all sides of any bridges or other supported manmade structures over which AEP intends to drive, tow, or otherwise move vehicles or equipment that weigh in excess of the Legal Weight Limit. AEP shall not utilize any section of roadway in Fairfield County, Ohio with vehicles or equipment that weigh more than the Legal Weight Limit unless items (a), (b), and (c) above in this Section have first been submitted to, and approved in writing by, the Fairfield County Engineer within three (3) business days.

**7. Inspection.**

a) The parties agree that AEP intends to utilize only those routes and sections of roadways listed in Exhibit A, attached hereto, and no others, with vehicles or equipment that weigh in excess of the Legal Weight Limit. Exhibit A may not be amended without the prior written consent of the Fairfield County Engineer. As to each such route and section of roadway listed in Exhibit A, AEP shall notify the County Engineer's Office in writing no less than twenty-four (24) hours prior to the time that AEP will use such route or road right-of-way for the final time with vehicles or equipment that weigh in excess of the Legal Weight Limit ("the Final Crossing Notice").

After the County Engineer's Office receives the Final Crossing Notice from AEP as to a route or roadway, the Fairfield County Engineer's Office shall inspect such bridges and other sections of roadway utilized by AEP for vehicles or equipment. Upon receipt of an invoice from the County Engineer's Office, AEP shall reimburse the Fairfield County Engineer's Office for the cost of such inspections as set forth in such invoices. If such invoices are not paid within forty- five (45) days, then the County shall have the right to recover such amounts from the bond posted by AEP as set forth below.

**8. Bond.** AEP shall post a surety bond in the amount of \$3,990,070.00 in a form and with a surety satisfactory to the County to secure AEP's performance of its obligations under this Agreement including, but not limited to, its obligation to pay for any damages, repairs, or maintenance to roadways in Fairfield County, Ohio proximately caused by or proximately resulting from AEP's use of the roadways and its obligation to pay any costs of inspection incurred by the Fairfield County Engineer's Office. AEP shall submit such bond to the County Engineer for review and, if satisfactory to the County Engineer, approval prior to the issuance of

any special hauling permit or road crossing permit hereunder. Said bond shall be in effect from the earlier of the commencement of the excavation or construction by AEP or its contractors, subcontractors, or agents, of the W Lancaster-S Baltimore-W Millersport Project in Fairfield County, Ohio and AEP hereby warrants and represents that the bond shall not be diminished, reduced, cancelled, revoked, or otherwise terminated until one (1) year after AEP certifies in writing to the County that all work has been completed on the W Lancaster-S Baltimore-W Millersport Project in Fairfield County, Ohio. Notwithstanding the above, a condition of said bond shall be that it shall require the surety to immediately notify the County in writing if the bond is diminished, reduced, cancelled, revoked, or otherwise terminated or not renewed. A further condition of said bond is that no third parties shall have a right to make any claims under said bond.

**9. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

**10. Termination.** Any permit issued to AEP pursuant to this Agreement shall be revoked with reasonable time for winding up and closing down related operations upon the earliest to occur of any of the following:

- a) One calendar year after AEP certifies in writing to the County the completion of the W Lancaster-S Baltimore-W Millersport Project in Fairfield County, Ohio provided that AEP shall have made prior to such time any and all payments required to be made by AEP hereunder;
- b) Upon revocation, cancellation, termination, or the diminution or reduction of the amount of the bond as described in Section 8 above prior to the completion of the construction of the W Lancaster-S Baltimore-W Millersport Project in Fairfield County, Ohio;
- c) Upon default and failure to cure, upon proper substantiated notice, by AEP of any term or condition not waived herein in or in writing by the County, nor preempted by Federal law;
- d) Upon AEP's filing of a petition for bankruptcy relief in any jurisdiction or notice of insolvency; or
- e) Upon mutual written agreement of the parties herein.

Notwithstanding anything else set forth above, in all events, AEP shall remain liable for completion of and payment for any maintenance, repairs, or restorations to the roadway as outlined in this Agreement as well as any other fees, expenses, or costs due by AEP hereunder.

**11. Applicable State Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. Any litigation brought by or in connection with this Agreement shall be brought only in either the Fairfield County, Ohio Municipal or Common Pleas Courts and in no other state or federal court.

**12. Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be held invalid or unenforceable by a court of appropriate



jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**13. Counterparts.** This Agreement and any Attachments may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.

**14. FAX Signature.** A facsimile signature on this Agreement is as valid as an original signature.

**15. Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties hereto regarding the subject matter hereof and supersedes and replaces any and all prior agreements or understandings, oral or written, with respect to the subject matter hereof, excepting already established road crossing agreements/permits.

**16. Amendment.** This Agreement may only be modified by an instrument signed by all parties hereto.

**17. Notification.** Any notification to the Fairfield County Engineer or Engineer's Office required hereunder shall be made by either e-mail or FAX to the following addresses:

If via e-mail to both of the following:

[engineer@fairfieldcountyohio.gov](mailto:engineer@fairfieldcountyohio.gov)  
[eric.mccrady@fairfieldcountyohio.gov](mailto:eric.mccrady@fairfieldcountyohio.gov)

If via FAX, to the following:

ATTN: JEREMIAH UPP  
ATTN: ERIC MCCRADY  
FAX NO.: (740) 687-7055

Notifications to AEP shall be to the following Persons:

Julie Mott,  
Right of Way Agent Ohio Power Company,  
8500 Smiths Mill Road  
New Albany, Ohio 43054  
Phone: 614.202.4944  
Email: [jmmott@aep.com](mailto:jmmott@aep.com)

IN WITNESS WHEREOF, the parties have signed this Agreement below:

Approved:

  
Fairfield County Engineer

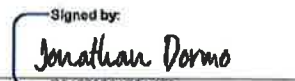
Executed this 28<sup>th</sup> day of January, 2025  
County of Fairfield, Ohio

Ohio Power Company:

  
Steve Davis, County Commissioner

  
David L. Levach, County Commissioner

\_\_\_\_\_  
Jeff Fix, County Commissioner

Signed by:  
  
By: Jonathan Dormo  
Its: Managing Director of Projects,  
Authorized signer

**Oversized Load permits to be applied for utilizing the online application system.**

**Utility Road Right of Way permits to be applied for utilizing the online application system.**

## Exhibit A

### Haul Route Road/Bridge List Covered Under RUMA:

ROAD NAME	FROM	TO	BRIDGES	MILES
Crumley Rd	US 22	Delmont	Hoc- 35 (150%), 33 (150%), 5 (150%)	2.24
Delmont Rd	Crumley Rd	US 22	n/a	1.065
Collins Rd	West Fair Ave	Columbus-Lancaster Rd	Gre- 43 (100%), 44 (150%), 45 (150%), 46 (100%)	1.193
Columbus- Lancaster Rd	South of US 33 Business Route	Lancaster Corp	Gre- 47 (150%), 48 (157%)	3.607
Old Columbus Rd	Election House Rd	Lancaster Corp	n/a	0.261
Election House Rd	Columbus- Lancaster Rd	N Columbus St	n/a	0.026
Coonpath Rd NW	US 33 West bound exit to Coonpath	SR 188	Gre-52 (150%), 9 (120%)	3.92
Carroll Eastern NW	Claypools Run	SR 188	n/a	0.2
Pleasantville Rd NW	SR 188	858 Pleasantville Rd NW	n/a	0.16
Canal Rd NE	Cherry Ln	SR 37	n/a	1.227
Rainbow Drive	Coonpath Rd NW	SR 158	n/a	1.752
Ginder Rd	Sheets Rd	SR 158	n/a	0.59
Sheets Rd	Ginder Rd	3858 Sheets Rd	n/a	0.2
Burchey Rd	Carroll Eastern Rd NW	5185 Burchey Rd	n/a	0.2
Leonard Rd NW	SR 158	AEP Substation	Lib- 20 (120%)	0.76
Bickel Church Rd	450 Bickel Church Rd NE	SR 37	Wal- 35 (200%)	0.6
Ely Rd	n/a	n/a	Gre- 17 (110%), Gre- 18 (105%)	0
West Fair Ave	n/a	n/a	Gre- 16 (100%)	0
N Memorial Drive	n/a	n/a	Gre- 49 (135%)	0

Green: County Road

Blue: Township Road

Purple: City Road



2200 Renaissance Blvd. Ste. 400  
King of Prussia, PA 19406-2765  
Ph. (610) 832-8240

## LICENSE & PERMIT BOND

Bond Number: 285075761

KNOW ALL MEN BY THESE PRESENTS, that we Ohio Power Company  
1 Riverside Plaza Columbus, OH 43215

Liberty Mutual Insurance Company, as principal (the "Principal"), and  
as surety (the "Surety"), are held  
and firmly bound unto County of Fairfield, Ohio  
3026 W. Fair Avenue Lancaster, OH 43130, as obligee (the "Obligee"),  
in the penal sum of Three Million Nine Hundred Ninety Thousand Seventy Dollars and 00/100

Dollars (\$3,990,070.00),  
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied for a license or permit for Road Usage; W. Lancaster - S. Baltimore - W.  
Millersport - W. Millersport Project

for the term beginning the 17th day of December, 2024, and ending the 17th day of December  
2025, and this Bond is intended to cover the term of said License or Permit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the license or permit is issued to  
the Principal, and if Principal shall indemnify and save harmless the Obligee from and against all loss, to which the  
Obligee may be subject by reason of the Principal's breach of any ordinance, rule, or regulation, relating to the above  
described license or permit, then this obligation shall be null and void; otherwise to remain in full force and effect.

### PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. The liability of the Surety hereunder shall in no event exceed the penal sum of this bond as stated above,  
regardless of the number of years the bond shall continue in force.
2. This bond shall continue in force until (surety shall elect either option a or b)  
☐ a. the \_\_\_\_\_ day of \_\_\_\_\_, or until the expiration date of any Continuation  
Certificate executed by the Surety.  
☒ b. the Surety notifies the Obligee in writing of its cancellation of the bond. The Surety shall be relieved of  
any further liability under this bond thirty (30) days after receipt of said notice by the Obligee, except  
for defaults occurring prior thereto.
3. Any claim under this bond must be presented in writing to the Surety to the attention of The Surety Law  
Department at the following address: Interchange Corporate Center, 450 Plymouth Road, Suite 400, Plymouth  
Meeting, PA 19462-1644. Should the address of the Surety change, then notice shall be delivered by the  
Obligee to the Surety as directed in writing by the Surety.

DATED as of this 17th day of December, 2024.

WITNESS / ATTEST



Ohio Power Company  
(Principal)

By: Noah K. Hollis (Seal)  
Title: Asst. Treasurer

Liberty Mutual Insurance Company  
(Surety)

By: Paula M. Eby  
Attorney-in-Fact





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Paula M. Eby all of the city of Columbus state of OH its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Ohio Power Company  
Obligee Name: County of Fairfield, Ohio  
Surety Bond Number: 285075781

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9<sup>th</sup> day of September, 2024



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 9<sup>th</sup> day of September, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 20, 2025  
Commission number 1120044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17<sup>th</sup> day of December, 2024



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



## GENERAL SURETY RIDER

To be attached and form a part of

Bond No. 285075761  
For Road Usage; W. Lancaster - S. Baltimore - W. Millersport - W. Millersport Project  
Dated effective 12/17/2024 (MONTH, DAY, YEAR)  
Executed by Ohio Power Company, as Principal, (PRINCIPAL)  
And by Liberty Mutual Insurance Company, as Surety, (SURETY)  
And in favor of County of Fairfield, Ohio (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Rider Attorney In fact Name		Paula M. Eby
Obligee Name	County of Fairfield, Ohio	Fairfield County Board of Commissioners

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

12/17/2024

(MONTH, DAY, YEAR)

Signed and Sealed

01/13/2025

(MONTH, DAY, YEAR)



BY

*[Signature]*  
Ohio Power Company  
PRINCIPAL  
Assistant Secretary  
TITLE  
Liberty Mutual Insurance Company  
SURETY

BY

*[Signature]*  
Paula M. Eby, ATTORNEY-IN-FACT





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Paula M. Eby all of the city of Columbus, state of OH its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Ohio Power Company  
Obligee Name: Fairfield County Board of Commissioners  
Surety Bond Number: 285075761

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9<sup>th</sup> day of September, 2024.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 9<sup>th</sup> day of September, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13<sup>th</sup> day of January, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

## 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 to approve an amendment to the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP.

(Fairfield County Engineer)

Approved as to form on 4/17/2025 10:10:35 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. 2025-04.22.g

A resolution to approve an amendment to the Road Usage Agreement between Fairfield County and Ohio Power Company, a unit of AEP.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution Authorizing the Approval of a Contract with GAG Incorporated and the Fairfield County Commissioners for Landscaping Services**

**WHEREAS,** The Board of County Commissioners has recognized that a need for landscaping services is necessary for the proper maintenance and upkeep of the exterior environments around the various County buildings; and

**WHEREAS,** the Director of Facilities has issued a Request for Proposals to local companies who are qualified to provide such services and determined that GAG Incorporated has provided the lowest and best proposal; and

**WHEREAS,** the opening of sealed bids on May 21, 2025, for the Landscaping Services resulted in the following 1 Year bids; and

- |              |             |
|--------------|-------------|
| • GAG Inc    | \$36,000.00 |
| • Kirkbridge | \$63,795.00 |
| • Green Cuts | \$48,000.00 |

**WHEREAS,** the one (1)-year contract agreement for the 2025 landscaping seasons provides cost savings for these services; and

**WHEREAS,** the contract agreement as attached has been approved to form by the County Prosecutor; and

**WHEREAS,** funds have been placed in the contract services fund, and a purchase order encumbering the funds for the services has been acquired.

---

**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 One (1)-year Contract Agreement in the amount of \$36,000.00, to GAG Incorporated, and authorizes its Board President to sign the documents.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to GAG Incorporated, for their records.


Prepared by: Jason Grubb

## 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\_\_\_\_\_.

 Deputy Director, Facilities  
Name and Title

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



**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Geertson, Benjamin**  
Organization: **GAG Landscaping Inc.**  
Date: **4/2/2025 1:33:25 PM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio,       GAG INC       (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (*see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007*), the County is prohibited by law from entering contracts that contain **any** of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extrajudicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

**Benjamin Geertson**  
**Owner** GAG INC

Company Representative Signature and Title

Benjamin Geertson GAG INC  
Company Representative Name and Company



4/12/2025

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       Date Prepared by Fairfield County Prosecutor's Office  
(Effective 04/09/2025)

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.Purchase Order # **25003898 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2026

B  
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OCOUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130  
Revisions: 000V  
E  
N  
D  
O  
RGAG INC  
PO BOX 428  
GROVEPORT, OH 43125S  
H  
I  
P  
T  
OMAINTENANCE DEPARTMENT  
240 BALDWIN DRIVE  
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
614-275-6117				4232					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
04/09/2025		18938						COMM-MAINTENANCE	
NOTES									

PO Requisitioner Name : Staci Knisley

E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

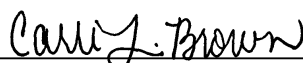
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	landscaping contract GL Account: 12100114 - 530000	1.0	EACH	\$36,000.00	\$36,000.00
GL SUMMARY					
12100114 - 530000		\$36,000.00			

Invoice Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_\_/\_\_\_\_/\_\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$36,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 04/09/2025



Auditor Fairfield County, OH

Purchase Order Total **\$36,000.00**

For Department Use ONLY

## GENERAL SERVICES AGREEMENT

This AGREEMENT, made this 28th day of March, 2025 by and between GAG Incorporated, and the Fairfield County Commissioners, 210 East Main Street Room 300, Lancaster, Ohio 43130 (The Board) for 2025 Landscaping services in Fairfield County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

The Contractor agrees to provide all materials, supplies, equipment, labor, and supervision necessary, and perform, as an independent contractor, the following described work as set forth in the attached "Proposal," and further described in attached "Exhibit A."

1. Contract term (if applicable) from April 1, 2025 (Beginning Date) to November 30, 2025 (Ending Date).
2. The total amount of the contract cannot exceed \$ 36,000.00, unless otherwise limited or expanded by amendment.
3. The Contractor will work during hours mutually agreeable and acceptable to both the Board and the Contractor.
4. The Contractor shall submit invoice(s) to the Board for work performed. Invoices will be submitted each month within 5 days of the end of the Second Monday of the month for services rendered during the month. The Contractor shall make all reasonable efforts to include all services provided during the service month on the invoice. The Board will make payment for all invoices received in accordance with the terms of this contract. The Board will only pay for those services outlined in the attached "Proposal," and further described in attached "Exhibit A."
5. The Board shall pay the Contractor for the performance of the work as set forth in the attached "Proposal," and further described in attached "Exhibit A." Specifications pertaining to this agreement will be strictly enforced.
6. Additional charges MUST be approved by the Board liaison in writing and will be based on additional time spent to complete the Work.
7. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
8. The Contractor will supervise and direct the work; however, the Board will, at all times, have access to the work.

9. The Board reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the Board shall renegotiate the contract price to reflect the costs of the work so altered.
10. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
11. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
12. The Contractor agrees to protect, defend, indemnify, and hold the Board; its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the Board; its officers, employees, and agents in defending any action arising out of the aforementioned acts or omissions.
13. The Contractor shall not permit liens or encumbrances to be filed against the Board property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the Board's prior written consent.
14. In the event the Board provides its written consent to a Subcontractor, the Contractor shall indemnify and save the Board and the Board's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Board's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Board may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Board to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Board shall be considered

as a payment made under the Agreement by the Board to the Contractor and the Board shall not be liable to the Contractor for any such payments in good faith.

15. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.
16. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
17. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
18. The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of completion. The Contractor warrants and guarantees for a period of one year from the date of completion of the improvement, that it is free from all defects due to faulty materials or workmanship, and The Contractor shall promptly make corrections as may be necessary by reason of such defects. The Board will give notice of observed defects with reasonable promptness. In the event that The Contractor should fail to make repairs, adjustments, or other work, which may be made necessary by such defects, The Board may do so and charge The Contractor the cost thereby incurred. If applicable, THE CONTRACT BOND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE GUARANTEE PERIOD.

19. When the work is completed, the site shall be cleaned of all rubbish and debris caused by the construction and/or demolition. All temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.
20. After ten (10) days from delivery of a Written Notice to The Contractor, the Board may, without cause and without prejudice to any other right or remedy, elect to terminate this agreement. In such case, The Contractor shall be paid for all work executed and any expense sustained, unless such termination was due to the act or conduct of the Contractor.
21. This Agreement is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this Agreement promptly available to any requesting party. Upon request made pursuant to Ohio law, the Board shall make available the Agreement and all public records generated as a result of this Agreement. By entering into this Agreement, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.
22. The Contractor warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Agreement. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a Board employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. The Contractor shall report the discovery of any potential conflict of interest to the Board. Should a conflict of interest be discovered during the term of this contract, the Board may exercise any right under this Agreement, including termination.
23. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the Board.
24. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.
25. If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. All amendments and changes shall be dated and become part of the original Agreement. The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.
27. The Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Ohio and shall have been deemed to have been executed in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the Fairfield County Common Pleas Court, Fairfield County, Ohio.

In Witness Whereof, the parties hereto have executed this Agreement, in duplicate, as of the 2nd day of April 2025.

B. [Signature]  
CONTRATOR

4/2/25  
DATE

\_\_\_\_\_  
FAIRFIELD COUNTY

\_\_\_\_\_  
DATE

# EXHIBIT A

## PROPOSAL FORM

COMPANY NAME: G.A.G. Inc

MAILING ADDRESS: 5098 London Lancaster Rd  
Groveport OH 43125

PROPOSAL SUBMITTED TO: The Fairfield County Board of Commissioners  
210 East Main Street, Third Floor  
Lancaster, Ohio 43130

TOTAL AMOUNT OF PROPOSAL FOR 1-YEAR CONTRACT:

\$36,000.00

TOTAL AMOUNT OF PROPOSAL FOR 3-YEAR CONTRACT:

\$115,000.00

A. By submitting a response to this RFP, the undersigned acknowledges that the representations in this proposal are binding and agrees to the following:

1. To enter into a Contract or Purchase Order agreement if awarded on the basis of this proposal and the attached RFP, and to furnish all requirements of this RFP.
2. To comply with all project schedule requirements as noted.

B. I have attached the following required documents to this proposal:

1. NON-COLLUSION AFFIDAVIT
2. EEO CERTIFICATION
3. AFFIDAVIT OF PERSONAL PROPERTY TAX LIABILITY
4. DRUG FREE WORK PLACE

NOTE: All RFPS submitted to the Board of Fairfield County Commissioners must follow the guidelines in Section 3.8 - **PROPOSAL SUBMISSION**.

Signature of OFFEROR:

B. Geertson

Print Name of OFFEROR:

Benjamin Geertson

Date Signed:

3/11/25



# CONTRACT FORM B

## NON-COLLUSION AFFIDAVIT

State of Ohio )  
 ) SS:  
Fairfield County )

I Benjamin Geetson being first duly sworn, deposes and says that

he/she is OWNER (Sole Owner, a Partner, President, Secretary, etc.)

of GAG INC

the party making the proposal; that such proposal is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation, that such proposal is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder or to secure any advantage against Fairfield County; that all statements contained in such proposal are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, public official or employee, organization, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in this general business.

Signed: [Signature]

Title: OWNER

SWORN to and SUBSCRIBED before me this 30 day of March, 2025  
in Franklin County, State of Ohio.

My Commission expires: Aug 2, 2025



TRACY JARVIS  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES Aug 2, 2025

[Signature]  
NOTARY PUBLIC

# CONTRACT DOCUMENT C

## Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vender. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

  
(Signature) \_\_\_\_\_ (Date) 3/30/2025  
Benjamin Geertson Owner  
\_\_\_\_\_  
(Name and Title of Signer, Please Print)  
GAG INC.  
\_\_\_\_\_  
(Firm or Company Name)

CONTRACT FORM D

AFFIDAVIT OF CONTRACTOR OR SUPPLIER FOR  
NON~DELINQUENCY OF PERSONAL PROPERTY TAXES  
PER O.R.C. SECTION 5719.042

STATE OF OHIO                    )  
  ) SS  
COUNTY OF FAIRFIELD        )

TO:    Fairfield County Commissioners

The undersigned, being first duly sworn, having submitted a bid for;

Land Scape

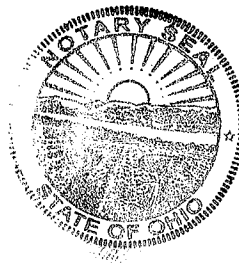
hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

[Signature]  
Contractor (Signature)

Sworn to before me and subscribed in my presence this 30 day of March, 2015

[Signature]  
Notary Public  
Commission Expires: AUG 2, 25



TRACY JARVIS  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES AUG 2, 25

## CONTRACT FORM E

### DRUG FREE WORKPLACE

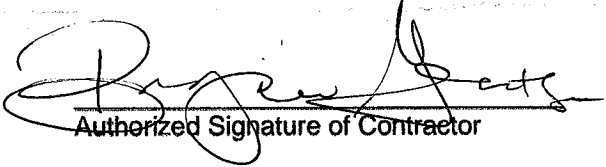
This is to certify that the undersigned Contractor complies with the Drug Free Workplace Act of 1988:

1. Any individual contractor must agree not to engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
2. All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace.

In the event of the Contractor's non-compliance with the drug free workplace certification, contracts may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contracts.

3/30/2025

Date

  
Authorized Signature of Contractor

GAB INC.

Company Name

Benjamin Greecku

Print Name

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Contract with GAG Incorporated and the  
Fairfield County Commissioners for Landscaping Services

(Fairfield County Facilities)

Approved as to form on 4/16/2025 9:23:44 AM by Amy Brown-Thompson,

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

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

Resolution No. 2025-04.22.h

A Resolution Authorizing the Approval of a Contract with GAG Incorporated and the  
Fairfield County Commissioners for Landscaping Services

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve the Contract Bid Award for the Sheridan Conference Center Project with Gutknecht Construction in the amount of \$1,894,000**

**WHEREAS**, the opening of sealed bids on April 15<sup>th</sup> 2025, for the Sheridan Conference Center Project, resulted in the following bids:

Next Gen Construction	\$2,608,658.51
Setterlin	\$2,279,900
Elford	\$2,129,000
<b>Gutknecht Construction</b>	<b>\$1,894,000</b>

**WHEREAS**, the Facilities Director is recommending that the bid be awarded for the Sheridan Conference Center project to Gutknecht Construction ; a responsive and responsible bidder, in the amount of \$1,894,000;

**WHEREAS**, as the contract still needs to be reviewed, the Board of Commissioners desires to assign authority to the County Administrator or Deputy County Administrator to sign and approve all agreements related to this purchase as the underlying contract amount exceeds her authority conferred per Sections 1-3 of resolution 2023-10.10.a and all other sections of resolution 2021-11.23.b.

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

---

**Section 1:** That this Board of Commissioners hereby awards the bid in the amount of \$1,894,000 to Gutknecht Construction.

**Section 2:** That this Board of Commissioners hereby grants authority to the County Administrator to enter into the contract on behalf of the Board after the contract has been reviewed by the Fairfield County Prosecutor's Office.

Prepared by: Jon Kochis



Fairfield County

SHERIDAN CENTER RENOVATIONS - PHASE 1

**Bid Date:** 4/15/25

ESTIMATE

**\$1,647,583**

[illegible]



Prosecutor's Approval Page

Resolution No.

A Resolution to Approve the Contract Bid Award for the Sheridan Conference Center Project with Gutknecht Construction in the amount of \$1,894,000

(Fairfield County Facilities)

Approved as to form on 4/16/2025 9:27:20 AM by Amy Brown-Thompson,

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

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

Resolution No. 2025-04.22.i

A Resolution to Approve the Contract Bid Award for the Sheridan Conference Center Project with Gutknecht Construction in the amount of \$1,894,000

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

**WHEREAS**, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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**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 - \$32.00

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: \$32.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-04.22.j

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 Final Acceptance of the Spring Creek Subdivision Section 3-1A Public Improvements [Regional Planning]**

**WHEREAS**, the developer of the Spring Creek subdivision, Violet Township, has completed the public improvements in accordance with the approved construction drawings for Section 3-1A; and

**WHEREAS**, the county review agencies have confirmed that the public improvements have been completed and are satisfactory.

**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 Spring Creek subdivision for Section 3-1A.

Prepared by: Joshua Hillberry  
cc: Regional Planning

Resolution No. 2025-04.22.k

A resolution to approve Final Acceptance of the Spring Creek Subdivision Section 3-1A Public Improvements [Regional Planning]

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the donation of vehicles to the Meigs County Commissioners (Meigs County Ohio)**

**WHEREAS**, the Fairfield County Sheriff's Office has several Dodge Chargers, assets no longer useful for county operations;

- 2014 - VIN #2C3CDXAG4EH279532
- 2014 - VIN #2C3CDXAGXEH279535
- 2016 - VIN #2C3CDXAG3GH251840
- 2016 - VIN #2C3CDXAG7GH251839

**WHEREAS**, these vehicles are currently titled to the Fairfield County Commissioners;

**WHEREAS**, Ohio Revised Code 307.12 (D) allows for the donation of the vehicle to a political subdivision of the state, such as Meigs County;

**WHEREAS**, the Fairfield County Sheriff recommends transfer of the vehicles to the Meigs County Commissioners.

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

---

**Section 1.** That this Board of Commissioners approves the donation of the vehicles to the Meigs County Commissioners.

**Section 2.** That the Board of Commissioners directs the vehicle to be titled to the Meigs County Commissioners.

**Section 3.** The Sheriff's Office will complete appropriate fixed asset forms relating to inventory for the County Auditor.

Prepared by: Jason Hodder  
cc: Sheriff's Office

Signature Page

Resolution No. 2025-04.22.I

A resolution authorizing the donation of vehicles to the Meigs County  
Commissioners (Meigs County Ohio)

(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.



2025-04.22.m

**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 24, 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									
5425702	4/24/2025	11695	FRIENDS OF FAIRFIELD DD, INC.	3/26/25	3/26/2025	25003948	C0422	CELEBRATION OF POSSIBILITIES 2025	105.00
5425706	4/24/2025	75360	CORSA	R0320-PL2025R-1	4/4/2025	816	C0422	property/vehicle insurance 4/4/25	693,048.00
1590022	4/24/2025	82133	JEFF PORTER	4/10/25	4/10/2025	418	C0422	2025 NACO SUBMISSION FEES	200.00
1590022	4/24/2025	82133	JEFF PORTER	4/11/25	4/11/2025	418	C0422	TRAVEL TO CLCCA SPRING MEETING	33.18
FUND: 3896 - HANGAR 2023 CAPITAL PROJ FND									
5425704	4/24/2025	14329	SETTERLIN BUILDING COMPANY	3/2025	3/1/2025	24005004	C0422	2024 Hangar Project	334,041.08
TOTAL: COMMISSIONERS ADMIN									1,027,427.26

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1201 - COMM-ECONOMIC DEV</b>									
<b>FUND: 7831 - WRKFCE INN OPP ACT 20/21</b>									
5425701	4/24/2025	6396	FAIRFIELD CO JFS	WIOA CCMEP 4.4.25	4/4/2025	697	C0422	WIOA CCMEP 4.4.25	82,112.08
<b>TOTAL: COMM-ECONOMIC DEV</b>									<b>82,112.08</b>

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1223 - UTILITIES-OPERATIONS									
FUND: 5044 - FAIRFIELD CO SEWER DISTRICT									
5425705	4/24/2025	18157	BW ELECTRICAL SERVICES LLC	1	3/19/2025	24004157	C0422	LWWRF- GENERATOR, 3/19/25-3/30/25	126,960.00
FUND: 5842 - 5842 GRNFLD TWPSHP SWR FUND									
5425703	4/24/2025	13839	CITY OF LANCASTER	12659-0325	2/21/2025	25001114	C0422	GREENFIELD SEWER 2/21/25-3/31/25	77,686.83
TOTAL: UTILITIES-OPERATIONS									204,646.83

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270 - COMM-MAINTENANCE									
FUND: 3910 - BUILDING ON SHERIDAN									
5425700	4/24/2025	1029	GARLAND COMPANY INC	42785250805	3/31/2025	25003039	C0422	1550 Sheridan Roof with warranty	678,586.98
TOTAL: COMM-MAINTENANCE									678,586.98
Summary Total for this report:									1,992,773.15

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$1,027,427.26
1201 - COMM-ECONOMIC DEV	\$82,112.08
1223 - UTILITIES-OPERATIONS	\$204,646.83
1270 - COMM-MAINTENANCE	\$678,586.98
Summary Total For This Report:	\$1,992,773.15

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

## 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							
1590022	04/24/2025	EFT	82133 JEFF PORTER	2025 4/10/25	753669	04/10/2025	418	C0422	200.00				
Invoice: 4/10/25				200.00	12100100 558000	2025 NACO SUBMISSION FEES TRAVEL REIMBURSEMENT							
				2025 4/11/25	753671	04/11/2025	418	C0422	33.18				
Invoice: 4/11/25				33.18	12100100 558000	TRAVEL TO CLCCA SPRING MEETING TRAVEL REIMBURSEMENT							
									CHECK	1590022 TOTAL:	233.18		
5425700	04/24/2025	PRTD	1029 GARLAND COMPANY INC	2025 42785250805	753668	03/31/2025	25003039	C0422	678,586.98				
Invoice: 42785250805				678,586.98	12391000 570000	1550 Sheridan Roof with warranty CAPITAL OUTLAY							
									CHECK	5425700 TOTAL:	678,586.98		
5425701	04/24/2025	PRTD	6396 FAIRFIELD CO JFS	2025 WIOA CCMEP 4.4.25	753188	04/04/2025	697	C0422	82,112.08				
Invoice: WIOA CCMEP 4.4.25				82,112.08	79783100 531131	WIOA CCMEP 4.4.25 YOUTH - FAIRFIELD							
									CHECK	5425701 TOTAL:	82,112.08		
5425702	04/24/2025	PRTD	11695 FRIENDS OF FAIRFIELD	2025 3/26/25	753661	03/26/2025	25003948	C0422	105.00				
Invoice: 3/26/25				105.00	12100100 530000	CELEBRATION OF POSSIBILITIES 2025 CONTRACTUAL SERVICES							
									CHECK	5425702 TOTAL:	105.00		
5425703	04/24/2025	PRTD	13839 CITY OF LANCASTER	2025 12659-0325	753426	02/21/2025	25001114	C0422	77,686.83				
Invoice: 12659-0325				77,686.83	12584229 530000	GREENFIELD SEWER 2/21/25-3/31/25 CONTRACTUAL SERVICES							
									CHECK	5425703 TOTAL:	77,686.83		
5425704	04/24/2025	PRTD	14329 SETTERLIN BUILDING C	2025 3/2025	753655	03/01/2025	24005004	C0422	334,041.08				
Invoice: 3/2025				334,041.08	12389600 570000	2024 Hangar Project CAPITAL OUTLAY							

# 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						
						CHECK	5425704	TOTAL:		334,041.08		
5425705	04/24/2025	PRTD	18157	BW ELECTRICAL SERVIC	2025 1		03/19/2025	24004157	C0422	126,960.00		
Invoice: 1					753042		LWWRF- GENERATOR, 3/19/25-3/30/25					
					126,960.00	12504424 530000	CONTRACTUAL SERVICES					
						CHECK	5425705	TOTAL:		126,960.00		
5425706	04/24/2025	PRTD	75360	CORSA	2025 R0320-PL2025R-1		04/04/2025	816	C0422	693,048.00		
Invoice: R0320-PL2025R-1					753666		property/vehicle insurance 4/4/25					
					693,048.00	12100108 552015	INSURANCE/LIABILITY					
						CHECK	5425706	TOTAL:		693,048.00		
						NUMBER OF CHECKS	8	*** CASH ACCOUNT TOTAL ***		1,992,773.15		
						COUNT		AMOUNT				
TOTAL PRINTED CHECKS						7	1,992,539.97					
TOTAL EFT'S						1	233.18					
						*** GRAND TOTAL ***		1,992,773.15				



**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	T	OB	DEBIT	CREDIT
												LINE	DESC				
2025	4	1139															
APP	1001-202000												ACCOUNTS PAYABLE			693,386.18	
	04/24/2025	C0422							C0422				AP CASH DISBURSEMENTS JOURNAL				
APP	0000-001102												FAIRFIELD NAT'L MAIN 9143				1,992,773.15
	04/24/2025	C0422							C0422				AP CASH DISBURSEMENTS JOURNAL				
APP	3910-202000												ACCOUNTS PAYABLE			678,586.98	
	04/24/2025	C0422							C0422				AP CASH DISBURSEMENTS JOURNAL				
APP	7831-202000												ACCOUNTS PAYABLE			82,112.08	
	04/24/2025	C0422							C0422				AP CASH DISBURSEMENTS JOURNAL				
APP	5842-202000												ACCOUNTS PAYABLE			77,686.83	
	04/24/2025	C0422							C0422				AP CASH DISBURSEMENTS JOURNAL				
APP	3896-202000												ACCOUNTS PAYABLE			334,041.08	
	04/24/2025	C0422							C0422				AP CASH DISBURSEMENTS JOURNAL				
APP	8346-202000												ACCOUNTS PAYABLE			126,960.00	
	04/24/2025	C0422							C0422				AP CASH DISBURSEMENTS JOURNAL				
													GENERAL LEDGER TOTAL			1,992,773.15	1,992,773.15
APP	1001-001000												POOLED CASH				693,386.18
	04/24/2025	C0422							C0422								
APP	3896-001000												POOLED CASH				334,041.08
	04/24/2025	C0422							C0422								
APP	3910-001000												POOLED CASH				678,586.98
	04/24/2025	C0422							C0422								
APP	8346-001000												POOLED CASH				126,960.00
	04/24/2025	C0422							C0422								
APP	5842-001000												POOLED CASH				77,686.83
	04/24/2025	C0422							C0422								
APP	7831-001000												POOLED CASH				82,112.08
	04/24/2025	C0422							C0422								
APP	0000-001000												POOLED CASH			1,992,773.15	
	04/24/2025	C0422							C0422								
													SYSTEM GENERATED ENTRIES TOTAL			1,992,773.15	1,992,773.15
													JOURNAL 2025/04/1139 TOTAL			3,985,546.30	3,985,546.30

# FAIRFIELD COUNTY

## A/P CASH DISBURSEMENTS JOURNAL JOURNAL ENTRIES TO BE CREATED

FUND	SUBFUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0000	0000	POOL CASH /	2025	4	1139	04/24/2025			
	0000-001000						POOLED CASH	1,992,773.15	
	0000-001102						FAIRFIELD NAT'L MAIN 9143		1,992,773.15
							FUND TOTAL	1,992,773.15	1,992,773.15
1001	0000	GENERAL FU/	2025	4	1139	04/24/2025			
	1001-001000						POOLED CASH		693,386.18
	1001-202000						ACCOUNTS PAYABLE	693,386.18	
							FUND TOTAL	693,386.18	693,386.18
3896	0000	HNGR23CAP /	2025	4	1139	04/24/2025			
	3896-001000						POOLED CASH		334,041.08
	3896-202000						ACCOUNTS PAYABLE	334,041.08	
							FUND TOTAL	334,041.08	334,041.08
3910	0000	BLDG SHERI/	2025	4	1139	04/24/2025			
	3910-001000						POOLED CASH		678,586.98
	3910-202000						ACCOUNTS PAYABLE	678,586.98	
							FUND TOTAL	678,586.98	678,586.98
5044	8346	FAIRFIELD /	2025	4	1139	04/24/2025			
	8346-001000						POOLED CASH		126,960.00
	8346-202000						ACCOUNTS PAYABLE	126,960.00	
							FUND TOTAL	126,960.00	126,960.00
5842	0000	GRNFLD SWR/	2025	4	1139	04/24/2025			
	5842-001000						POOLED CASH		77,686.83
	5842-202000						ACCOUNTS PAYABLE	77,686.83	
							FUND TOTAL	77,686.83	77,686.83
7831	0000	WRKFC2021 /	2025	4	1139	04/24/2025			
	7831-001000						POOLED CASH		82,112.08
	7831-202000						ACCOUNTS PAYABLE	82,112.08	
							FUND TOTAL	82,112.08	82,112.08

**A/P CASH DISBURSEMENTS JOURNAL**  
JOURNAL ENTRIES TO BE CREATED

FUND	SUB FUND	DUE TO	DUE FR
0000 CENTRAL DEPOSITORY		1,992,773.15	
1001 GENERAL FUND			693,386.18
3896 HANGAR 2023 CAPITAL PROJ FND			334,041.08
3910 BUILDING ON SHERIDAN			678,586.98
5044 FAIRFIELD CO SEWER DISTRICT			126,960.00
5842 5842 GRNFLD TWPSHP SWR FUND			77,686.83
7831 WRKFCE INN OPP ACT 20/21			82,112.08
TOTAL		1,992,773.15	1,992,773.15

\*\* END OF REPORT - Generated by Meagen Bowland \*\*

Resolution No. 2025-04.22.m

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.