

Regular Meeting #19 - 2023
Fairfield County Commissioners' Office
May 9, 2023

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Rick Szabrak, Tony Vogel, Steven Darnell, Dr. Carri Brown, James Bahnsen, Jason Grubb, Raz Sabaiduc, Stephanie Taylor, Randall Hunt, Marty Norris, Clinton Davis, Judy Stemen, Ray Stemen, Sherry Pymer, Betty Elder, Frank Uhl, Paris Walker, Yancy Shaw, Andrew Murray, Erskine McGhee, and Kim Elder.

Attending virtually: Jeanie Wears, Lisa McKenzie, Shelby Hunt, Greg Forquer, Becky, Lori Hawk, Barb Martin, Jessica Murphy, Sara Madenwald, Jonathan Ferbrache, Lynette Barnhart, Sarah, Michael Kaper, Ashley Arter, Jeff Barron, Toni Ashton, Stacy Hicks, Nikki Drake, Tiffany Murphy, DF, Marcy Fields, Joe Ebel, and Jim Bahnsen.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance.

Listen & Learn

Steven Darnell presented on the topic of community solar. The PowerPoint provided by Mr. Darnell is available in the minutes.

Mr. Darnell explained community solar and spoke about House Bill (H.B.) 450 which pertained to solar projects. H.B. 450 died and was not reintroduced. He explained the difference between community solar projects and small-scale solar facilities and added that small-scale solar is regulated in Ohio. Mr. Darnell also explained Senate Bill (S.B.) 52 which applies to large-scale wind and solar facilities.

Mr. Darnell stated that the only relevant statute to Fairfield County is R.C. 519.213 which regulates small-scale solar in Ohio. He explained that R.C. 519.02 to 519.25 confers power on township trustees and zoning boards and that there is no county-level solution. Mr. Darnell touched on H.B. 501, which regulates small-scale solar in Ohio. He concluded that S.B. 52 allows for local and zoning code control over small-scale solar and wind facilities.

Commissioner Fix asked if local townships were working on their zoning regulations.

Mr. Darnell spoke about townships who have expressed interest and added that two townships in the county do not have any zoning regulations.

The Commissioners thanked Mr. Darnell for his presentation.

Public Comment

Ray Stemen of Lancaster spoke about Robert Sprague, changes to the Ohio Constitution, and that the nation was founded on Christian beliefs and morality.

Sherry Pymer of Walnut Township stated that a packet regarding solar facilities is being prepared for the Commissioners. Ms. Pymer spoke about S.B. 52 and added that it is too late to stop a proposed solar project once it gets to the Ohio Siting Board. She also spoke about solar panels being continually replaced due to technological changes.

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Allen Murphy from the Operating Engineers Local 18 stated his support for the Eastern Cottontail project. He added that he encourages commissioners to support jobs for men and women.

Paris Walker from Canal Winchester also spoke about labor unions and offered his support for solar energy projects.

Judy Stemen of Lancaster spoke about unvaccinated individuals, tracking of individuals, and about vaccinating pregnant women. She also spoke about immunizing children and illegal immigrants.

Stephanie Taylor from Habitat for Humanity of Southeast Ohio thanked the County employees who had helped with the building of a home in Pleasantville.

Commissioner Davis and County Administrator, Aundrea Cordle, both spoke about the employees who had assisted with the home in Pleasantville.

Commissioner Davis thanked Ms. Taylor and her organization, Habitat for Humanity, for their work in the community.

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

American Rescue Plan Update

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$23.7M has been appropriated, \$13.3M expended, \$4.2M encumbered or obligated.

Commissioner Davis spoke briefly about the ADAMH ARP project.

Google Update at Ohio Chamber

On May 3rd Rick Szabrak and County Administrator Cordle attended an event at the Ohio Chamber of Commerce where Google officially announced that they are building a total of three fully operational data centers in Central Ohio with one of those being in Lancaster. The local ABC station covered this story and interviewed Rick Szabrak.

Commissioner Davis asked about the non-disclosure agreement, the timing of the announcement, the number and location of planned data centers, and if the necessity for the new well field at Miller Park was driven by the Google project.

Economic and Workforce Development Director, Rick Szabrak, stated that there would be multiple buildings at the Google location in Lancaster.

Utilities Director, Tony Vogel, stated that the new well field was needed due to multiple new facilities.

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Mr. Szabrak stated that Ohio is desirable for data centers because it is not known for hurricanes, earthquakes, and other catastrophic weather events.

Commissioner Levacy stated that the Google center was a topic at the Governors Workforce Board meeting. He added that other topics included worker shortages and a technology shift in jobs

Commissioner Fix stated that more housing is needed.

Highlights of Resolutions

- Administrator Cordle continued with the Administration Update.

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 14 resolutions for the voting meeting.

Resolutions of note:

- A resolution to reappoint Dr. Margaret Quamme to the District Library Board.

Budget Review

Commissioner Davis stated that a resolution would soon be on the agenda regarding funding mechanisms for the airport project. He also instructed Bart Hampson, Budget Director, to provide an early projection of 2024 carryover numbers.

Dr. Brown stated that, as reported previously, her office had adjusted for the increased investment income.

Commissioner Davis asked about investment banking associations.

County Treasurer, James Bahnsen, added that Land Bank accounts are with Savings Bank in Lancaster and that investments are also handled with a bank in Circleville.

Recognition

- Happy belated birthday to Commissioner Levacy and Sheriff Lape. Early birthday wishes to Rick Szabrak who will celebrate this Saturday.
- Thank you to Angel Horn and Christina Wetzel for their assistance with some inventory items with IT.
- Thank you to the Habitat for Humanity volunteer team composed of folks from County Administration, ED/WD, Utilities, Common Pleas, and JFS.
- County Auditor, Dr. Brown, thanked the Auditor's office for being positive and welcoming the multi-factor authentication process.

Calendar Review/Invitations Received

- Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen

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- Transportation Improvement District (TID) Meeting, May 9, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Fairfield County Planning Next Staff Meeting, May 11, 2023, 10:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- 2023 Annual Trade Show, Dinner & Awards Banquet, May 11, 2023, 4:30 Trade Show, William V. Fisher Catholic High School, 1803 Granville Pike, Lancaster
- Fairfield County Workforce Center Graduation, May 12, 2023, 11:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- Lithopolis' Annual Memorial Day Parade and Ceremony to Celebrate 100th Year Anniversary of the Wagnall's Memorial, May 22, 2023, 10:00 a.m., Parade Line Up-American Legion Post 677, 11410 Smith Rd., Lithopolis

Correspondence

- Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen
- Fairfield County Regional Planning Commission Stop Work Order Notice to Palmieri Builders, May 2, 2023
- Press Release, Office of County Auditor, May 4, 2023, "Auditor's Real Estate Office Announces Online Address Change Option"
- Memo, Dr. Carri Brown, County Auditor, May 4, 2023, Subjects: Current Agricultural Use Value Program, Board of Revision Cases/Records Request Update, and Lodging Collections Snapshot
- A Petition for a Type II Annexation of 1.412+/- acres Consisting of Two Parcels from Bloom Township to the Village of Lithopolis, Petitioner Stephen Gredicak
- Fairfield County Municipal Court April 2023, Criminal/Traffic Division Fee Report
- Annual Report, 2022, Fairfield County Sheriff's Office
- Fairfield County Heritage Association's Newsletter, Fairfield County Heritage Quarterly, Volume 46, No. 2, Spring 2023
- Letters and Emails from Fairfield County Residents Regarding Solar Energy

Old Business

Commissioner Levacy spoke on the Law Enforcement Memorial Event.

Commissioner Davis spoke on the success of the SWCD meeting and added that he had been asked to speak at the event. He added that it was a good opportunity to broadly share the fiscally conservative budget approach of the Fairfield County Commissioners.

New Business

Commissioner Levacy stated that he was looking forward to the pre-apprenticeship program graduation at the Workforce Center.

Mr. Szabrak stated that over three-hundred people RSVP'd and that over fifty students would be graduating. He added that an individual in the HVAC program would be speaking on her perspective as a female in the industry.

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Commissioner Levacy added that one of the main topics at the Governor's Executive Workforce Meeting was Fairfield County's Workforce Center.

Auditor Brown spoke about a resolution on the agenda to transfer unclaimed funds to the General Fund. She also spoke about HB 45, low income properties, and an opportunity where she be teaching at the Marysville prison

Treasurer Bahnsen spoke on House Bill 134 and the impact it will have on the Land Bank. He added that the Treasurer's Association has concerns about the bill.

Regular (Voting) Meeting

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Attending virtually: Jeanie Wears, Lisa McKenzie, Shelby Hunt, Greg Forquer, Becky, Lori Hawk, Barb Martin, Jessica Murphy, Sara Madenwald, Jonathan Ferbrache, Lynette Barnhart, Sarah, Michael Kaper, Ashley Arter, Jeff Barron, Toni Ashton, Stacy Hicks, Nikki Drake, Tiffany Murphy, DF, Marcy Fields, Joe Ebel, and Jim Bahnsen.

Pledge of Allegiance

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

Announcements

Clerk Menningen shared that many in the room were wearing orange to raise awareness about supervised visitation.

Approval of Minutes for May 2, 2023

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, May 2, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Board of Commissioners

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

- | | |
|--------------|--|
| 2023-05.09.a | A resolution approving the reappointment of Dr. Margaret Quamme to the Fairfield County District Library Board. |
| 2023-05.09.b | A resolution of conversion of a prior year 2021 encumbrance (X-mode) to current year appropriations; and appropriate from unappropriated expenditure object category for Fund# 3879. |

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2023-05.09.c A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for contract services to scan Finance and Payroll historical documents

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

Approval of a Resolution from the Fairfield County Auditor - Finance

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

2023-05.09.d A resolution authorizing a fund to fund transfer. Auditor – Fund 1080

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

Approval of Resolutions from the Fairfield County Engineer

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

2023-05.09.e A Resolution to Approve the Contract with J&J Bridge Co., Inc. for the GRE-13 FAI-CR31-5.457 Coonpath Road over a Tributary to Feters Run Bridge Replacement Project.

2023-05.09.f A Resolution to Approve the Notice to Commence for the GRE-13 Bridge Replacement Project

2023-05.09.g A Resolution to Approve the Contract with Asphalt Materials, Inc. for the Purchase of Liquid Asphalt.

2023-05.09.h A Resolution to Approve the Notice to Commence for the Purchase of Liquid Asphalt

2023-05.09.i A Resolution to Approve the Contract Bid Award for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project

Commissioner Davis thanked Mr. Grubb for attending the meetings on behalf of the Engineer's Office on a regular basis.

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

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

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

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2023-05.09.j A resolution of a grant amendment between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services.

2023-05.09.k A resolution regarding a grant agreement between the Fairfield County Board of Commissioners and the Ohio Department of Medicaid.

Executive Director of FACFC, Raz Sabaiduc, spoke on both resolutions.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2023-05.09.l A resolution regarding a service agreement between Functional Training Services, Inc. and Job & Family Services, Community Services Division

2023-05.09.m A resolution regarding a Purchase of Service Contract between Functional Training Services, Inc. and Job & Family Services, Community Services Division

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2023-05.09.n A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

Roll call vote of the motion resulted as follows:

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

Recess

Commissioner Davis asked for clarification on the remainder of the meeting schedule.

With no further business, the Board of Commissioners moved to recess at 10:10 a.m.

Community Development Block Grant (CDBG) 2nd Public Hearing

The Commissioners met at 10:30 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Jeff Fix, Dave Levacy, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Holly Mattei, Darryll Wolnik, Keith Conroy, Clinton Davis, Randall Hunt, Amy Eldridge, Bobby Fuller, Jeff Solenbarger, Tyson Nye, Rick Szabrak, and Anthony Jones

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Attending virtually: Tiffany Murphy and Shelby Hunt

Holly Mattei, with Crossroads Community Planning, introduced Darryll Wolnik as the new Regional Planning Commission Director.

Anthony Jones with Hicks Partners provided an update on the Community Development Block Grant (CDBG) Critical Infrastructure Grant (CIG) Program. Mr. Jones introduced members from the Village of Sugar Grove, which had the highest scoring application for the program. Mr. Jones also provided a PowerPoint which is contained in the minutes.

Commissioner Davis asked if any other villages who had submitted applications were invited to the public hearing.

Ms. Mattei stated all the villages were notified of the public hearing and provided that CDBG training was provided in April. She added that the Village of Carroll was not eligible for the grant, and the Village of Pleasantville was the next highest scorer after Sugar Grove.

Commissioner Davis stated he wanted to ensure there were good conversations with all the applicants.

Bobby Fuller with the Village of Sugar Grove provided a summary of the Rocket Way Sanitary Sewer project proposal, which included the main issues, concerns, and project overview. He spoke about the trunk line for the Rocket Way Sanitary Sewer and spoke about health concerns regarding the water supply.

Commissioner Davis asked if there was any feedback on the proposal from Sugar Grove residents.

Mayor Tyson Nye of Sugar Grove stated the village had not held a public meeting specifically for the Rocket Way Sanitary Sewer project.

Sugar Grove Councilman, Jeff Solenbarger, provided that the project was a subject of several talks for nearly two years.

Mr. Jones stated the next step for the Commissioners is to pass a resolution selecting the project they wish to be submitted for CIG funding.

Commissioner Davis stated the Commission looks favorably on the proposal going forward.

Mr. Jones stated they can proceed as soon as a resolution is adopted.

Commissioner Fix asked if Hicks Partners felt good about the application from Sugar Grove.

Mr. Jones confirmed that Hicks Partners felt good about the application.

Ms. Mattei stated that RPC would provide a resolution at the next meeting of the Commissioners.

Administrator Cordle encouraged Hicks Partners to continue working with the other communities.

Mr. Jones provided the next steps in the process and added that Hicks Partners and RPC have been in contact with the state to ensure they are meeting all qualifications.

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Commissioner Davis stated that collectively the Commission looked favorably on the resolution coming forward and that ARP funding should not be a part of the discussion going forward.

Commissioner Fix stated he looked favorably as well and thanked individuals from the Village of Sugar Grove for their efforts.

The Public hearing closed at 10:58

Community Housing Impact & Preservation (CHIP) 1st Public Hearing

The Commissioners met at 11:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Clinton Davis, Randall Hunt, Amy Eldridge, and Rick Szabrak.

Randall Hunt with Lancaster Fairfield Community Action Agency provided an update on the application for the Community Housing Impact and Preservation (CHIP) Program. Mr. Hunt spoke on the components of the application, funding, project categories, financing, income guidelines, and statistics. He also provided ways to leverage resources and a housing survey for citizens. Mr. Hunt provided a detailed PowerPoint presentation that is contained in the minutes.

Administrator Cordle stated her appreciation to Community Action for their administration of the program.

Executive Director of Community Action, Clint Davis, stated the program pairs nicely with other programs Community Action offers.

Adjournment

With no further business, on the motion of Dave Levacy and a second of Steve Davis, the Board of Commissioners voted to adjourn at 11:18 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, May 16, 2023.

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AGENDA

BOARD OF COMMISSIONERS

Commissioners:

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, May 9, 2023
9:00 a.m.

1. Review

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

2. Welcome

3. Listen & Learn

Assistant Prosecuting Attorney, Steven T. Darnell

4. Public Comments

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

5. Legal Update

6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Transportation Improvement District Meeting, May 9, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - ii. Fairfield County Planning Next Staff Meeting, May 11, 2023, 10:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
 - iii. 2023 Annual Trade Show, Dinner & Awards Banquet, May 11, 2023, 4:30 Trade Show, William V. Fisher Catholic High School, 1803 Granville Pike, Lancaster
 - iv. Fairfield County Workforce Center Graduation, May 12, 2023, 11:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
 - v. Lithopolis' Annual Memorial Day Parade and Ceremony to Celebrate 100th Year Anniversary of the Wagnall's Memorial, May 22, 2023, 10:00 a.m., Parade Line Up-American Legion Post 677, 11410 Smith Rd., Lithopolis
- f. Correspondence
 - i. Fairfield County Regional Planning Commission Stop Work Order Notice to Palmieri Builders, May 2, 2023

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A G E N D A

BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

- ii. Press Release, Office of County Auditor, May 4, 2023,
“Auditor’s Real Estate Office Announces Online Address
Change Option”
- iii. Memo, Dr. Carri Brown, County Auditor, May 4, 2023,
Subjects: Current Agricultural Use Value Program, Board of
Revision Cases/Records Request Update, and Lodging Collections
Snapshot
- iv. A Petition for a Type II Annexation of 1.412+/- acres Consisting of Two Parcels
from Bloom Township to the Village of Lithopolis, Petitioner Stephen Gredicak
- v. Fairfield County Municipal Court April 2023, Criminal/Traffic Division Fee
Report
- vi. Annual Report, 2022, Fairfield County Sheriff’s Office
- vii. Fairfield County Heritage Association’s Newsletter, *Fairfield County Heritage
Quarterly*, Volume 46, No. 2, Spring 2023
- viii. Letters and Emails from Fairfield County Residents Regarding Solar Energy

7. Old Business

8. New Business

9. Regular (Voting) Meeting

10. Adjourn

11. Community Development Block Grant (CDBG) Second Public Hearing, 10:30 a.m.

12. Community Housing Impact & Preservation (CHIP) Public Hearing, 11:00 a.m.

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

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
MAY 01, 2023 TO May 07, 2023

Fairfield County Commissioners

- AA.05.02-2023.a An administrative approval for a subgrant agreement with the Village of Pleasantville for the use of American Rescue Plan Act funds [Commissioners]
- AA.05.02-2023.c An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program [Commissioners]
- AA.05.02-2023.g An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$50,000 per invoice [Commissioners]

Fairfield County Emergency Management Agency

- AA.05.05-2023.a An administrative approval regarding participation in a community event request. [EMA]

Fairfield County Family, Adult and Children First Council

- AA.05.02-2023.f A administrative approvals regarding the application and submission of Ohio Children's Trust Fund (OCTF) Child Abuse and Prevention RFP [Family, Adult and Children First Council]
- AA.05.05-2023.b A administrative approvals regarding the application and submission of Ohio Children's Trust Fund (OCTF) Child Abuse and Prevention Grant [Family, Adult and Children First Council]

Fairfield County Human Resources

- AA.05.02-2023.d An administrative approval to amend the Master Service Agreement with CareWorks USA, Ltd and Sedgwick Claims Management Services, Inc. as successor in interest [Fairfield County Human Resources]
- AA.05.02-2023.e An administrative approval of an amendment to the agreement with United Behavioral Health (Optum) [Fairfield County Human Resources]

Fairfield County Juvenile/Probate Court

- AA.05.02-2023.b An Administrative Approval for the service contract by and between The Village Network and Fairfield County Juvenile Court [Juvenile Court]

Fairfield County Utilities Department

- AA.05.01-2023.a An administrative approval of a bank transfer for the County Utilities Department April 2023 [Utilities]

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 5.4.2023.

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

\$23,708,474.33 has been appropriated, \$13,301,049.02 expended, \$4,183,805.44 encumbered or obligated.

12Project/Category		As of 5/4/23 Appropriations	As of 5/4/23 Expenditure	As of 5/4/23 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	74,679.67	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,329,360.24	2,286,686.00	973,979.91
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	60,565.00	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,655,582.09	1,213,845.08	0.00
R19b	Public Health Payroll Support	204,392.13	185,406.39	18,985.74
R19c	Other Public Sector Payroll Support	302,778.33	163,286.71	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,024,089.60	4,366,569.87	992,965.65
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	23,630.61	18,278.01	0.00

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 5.4.2023.

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\$23,708,474.33 has been appropriated, \$13,301,049.02 expended, \$4,183,805.44 encumbered or obligated.

Project/Category		As of 5/4/23 Appropriations	As of 5/4/23 Expenditure	As of 5/4/23 Obligation
R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	136,854.84	112,423.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	71,240.00	25,460.00
Subtotal Negative Economic Impacts		1,850,804.61	1,528,198.72	161,231.29
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	15,897.14	8,946.86
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	800,318.61	143,786.39
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	613,000.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	659,000.00	0.00	659,000.00

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 5.4.2023.

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

\$23,708,474.33 has been appropriated, \$13,301,049.02 expended, \$4,183,805.44 encumbered or obligated.

Project/Category		As of 5/4/23 Appropriations	As of 5/4/23 Expenditure	As of 5/4/23 Obligation
R516a	Broadband, "Last Mile" Projects	500,000.00	0.00	0.00
R517a	Broadband, Other Projects	49,900.00	27,286.72	27,286.72
Subtotal Infrastructure		6,000,790.50	1,452,019.97	1,544,326.26
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	337,984.72	62,015.28
R61c	Clerk of Courts Case Management	375,000.00	273,184.88	101,815.12
R61d	MARCS Tower Project	520,000.00	141,552.50	378,447.50
R61e	Dispatch Consoles	560,000.00	143,110.75	416,889.25
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,692,375.73	1,746,718.29	310,489.92
R61h	Community School Attendance Program	501,137.00	65,882.14	8,314.56
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	65,204.28	134,795.72
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	0.00	25,000.00
Revenue Loss		9,352,912.08	5,713,215.73	1,577,588.53
Administration				
R71a	Administrative Expenses	412,415.82	251,126.77	0.00
Subtotal Administration		412,415.82	251,126.77	0.00
Grand Total		\$23,708,474.33	\$13,301,049.02	\$4,183,805.44

Your Name*:	Deb Silvia
Office / Department*:	Commissioners'
Other: Department:	150 E Columbus St, PO Box 217
Email*:	dsilvia@wagnalls.org
Phone*:	6148374765

What can we do to help?

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

We invite the commissioners to join us for Lithopolis' annual Memorial Day parade and ceremony. Registration is free and online at <https://forms.gle/vMLrCmN1nkDuAQ1V9>.

We also will have a short ceremony at noon to celebrate The Wagnalls Memorial's 100th anniversary of its groundbreaking and recent listing on the National Register of Historic Places. We would love to give recognition to the commissioners at the event and thank them for their support. More details of the festivities for the day are on Wagnalls website, www.wagnalls.org. Thank you!

May 2, 2023

Palmieri Builders Land Projects Team
Attn: Bill Sanderson
5201 Richmond Road
Bedford Heights, OH, 44146

Re: South Hampton Subdivision
STOP WORK ORDER

Dear Mr. Sanderson:

This letter serves as a **STOP WORK** order on all sitework and public improvements for the South Hampton subdivision. In accordance with Section 2.5(a) of the development agreement between Palmieri Builders and the Fairfield County Board of Commissioners, this letter is being issued for the following reasons:

1. **Contamination due to spillage of diesel fuel on the site.** We were notified on Tuesday, May 2nd at 3:00 p.m. that the site has been contaminated due to spillage of diesel fuel on site. The Violet Township Fire Department was contacted and arrived on site to assess the extent of the spill and to initiate clean up.

This stop work order shall be in effect until the contamination has been removed from the site. Please provide the following.

- A remediation plan that identifies the following.
 - o The extent of the contamination,
 - o The process that will be used to remove the contaminated materials,
 - o A disposal invoice showing that the contaminated materials were properly disposed of at a site designed for that purpose.

The remediation plan shall be implemented to the satisfaction of the County Inspectors. Please let us know if you have any questions or need additional information.

Sincerely,



Tamara Ennist
Interim Executive Director

cc: Fairfield County Commissioners
SWCD, Attn: Chad Lucht / Molly Gilleland
Violet Township Fire Department, Attn: Joe Magerko, Fire Chief
Fairfield County Utilities, Attn: Joshua Anders
Fairfield County Engineers, Attn: Todd May / Mitch Noland
EPA, Attn: Toni Carmichael

**FOR IMMEDIATE RELEASE****Thursday, May 4, 2023****Auditor's Real Estate Office Announces Online Address Change Option**

Lancaster, Ohio – Fairfield County Auditor, Dr. Carri L. Brown, is pleased to announce an online option for property owners to submit property mailing address changes and corrections.

A request to change a mailing address can be made by visiting <https://realestate.co.fairfield.oh.us/> and accessing the report for the property associated with the change. Once at the report page, property owners can click on the red link under the "Owner Information" tab.

Property owners will need to fill out information for mailing address, name of the requestor, phone number of the requestor, email address for the requestor, and the relationship to the property owner.

Once the request is submitted, the office is notified of the change and will proceed with updating the records accordingly. Previously, address changes were requested by calling the office to have the information changed.

The new online option increases convenience for property owners and improves efficiency of the office.

For more information, please contact the County Auditor's Real Estate Office at (740) 652-7030.

The screenshot shows the website interface for the Fairfield County Auditor's Real Estate Office. At the top, it displays the name 'Carri L. Brown, PhD, MBA, CGFM' and 'FAIRFIELD COUNTY AUDITOR | FAIRFIELD COUNTY, OH'. Below this is a navigation bar with links: Layers, Map, Search, Sales Search, Sales List, Results, Sales Results, Report, Home, Tax Estimator, Tax Distribution, Levies, and Cam Download. The main content area is titled 'Summary' and lists property details: Parcel Number (0535839000), Location Address (108 N HIGH ST, LANCASTER OH 43130), Legal Description (ORIGINAL TOWN LOT 182), Property Class (E - EXEMPT), Land Use ((620) E - EXEMPT PROPERTY OWNED BY COUNTIES), Neighborhood (00718000), Legal Acres (0), City (LANCASTER), Township (LANCASTER CORPORATION), School District (LANCASTER C.S.D.), Owner Occupancy Credit (NO), and Homestead Reduction (NO). Below the summary is a 'View Map' link. The 'Owner' section shows 'FAIRFIELD CO COMMISSIONERS' as the owner and '210 E MAIN ST, LANCASTER OH 43130' as the tax mailing address. A red link labeled 'Submit Mailing / Site Address Correction Request' is circled in red, with a blue arrow pointing to it and the text 'Click Here'.



OFFICE OF COUNTY AUDITOR

County Auditor

Carri L. Brown, PhD, MBA, CGFM
carri.brown@fairfieldcountyohio.gov

Update Site or Mailing Address

Date: 5/4/2023

Parcel Information

Parcel Number: 0535839000

Property Owner: FAIRFIELD CO COMMISSIONERS

New Site Address

(if applicable)

This address is the location of the property.

Current Site Address: 108 N HIGH ST LANCASTER OH 43130

New Site Address Line1:

New Site Address Line2:

New Site Address City:

New Site Address State:

New Site Address Zip

Code:

New Mailing Address

(Domestic)

(if applicable)

This address is where you wish to receive correspondence from the Fairfield County Auditor. Please note, the Owner Mailing Address is not where your tax bill is sent. If you wish to update the Tax Bill Mailing address, you can visit the County Treasurer's website [here](#).

Current Mailing Address: 210 E MAIN ST LANCASTER OH 43130

New Mailing Address Line1: 1234 E Main Street

New Mailing Address Line2:

New Mailing City:

New Mailing State: Lancaster

New Mailing State: OH

New Mailing Zip Code: 43130

New Mailing Address

(International)

(if applicable)

New Mailing Address Line 1:

New Mailing Address Line 2:

New Mailing City/Locality:

New Mailing State/Province:

New Mailing Postal Code:

New Mailing Country:

Contact Info:

(Required)

Please provide contact information in case we have questions regarding your submission. The Fairfield County Auditor's Office will not share this information. Please note: A phone number and e-mail address must be provided in case we have questions about your request.

*Name of Requester:

John Doe

*Phone Number:

740-555-1234

*Email Address:

john.doe@fairfieldcountyohio.gov

*Relationship to Owner:

brother

Submit Clear

###

SERVE • CONNECT • PROTECT

To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: May 4, 2023
Subjects: Current Agricultural Use Value Program, Board of Revision Cases/Records
Request Update, and Lodging Tax Collections Snapshot

Current Agricultural Use Value Program

For property tax purposes, land used for commercial agriculture may be valued according to its current use, as opposed to the "highest and best" potential use. This provision in Ohio law is for the Current Agricultural Use Value (CAUV) program.

There are more than **5200** Fairfield County parcels in CAUV. By permitting values to be set below market values, CAUV results in a lower property tax bill. The state sets unappealable CAUV values based on soil types. To qualify for CAUV, land must meet one of two requirements during the three years preceding an application:

- Ten or more acres must be devoted exclusively to commercial agricultural use; or
- If under ten acres are devoted exclusively to commercial agricultural use, a farm must produce an average yearly gross income of at least \$2,500.

This year, the County Auditor's CAUV team coordinated an extensive outreach effort to increase renewal rates to nearly 100%.

The total number of qualified CAUV acres in Fairfield County is 200,590.839. That represents 62.2% of the total acreage in Fairfield County.

The average number of acres in a CAUV parcel is about 36.46 acres, with the average saving being \$75.36 per acre annually, or savings of about \$2,747.63 annually.

Board of Revision Cases/ Records Request Update

As of May 11, there will be 6 property valuation complaints with no pending action to be heard by the Board of Revision. We plan to have completed traditional BOR activity by the end of May.

We created new access to address an anticipated increase in public records requests due to legislative changes. A collection of public records, including complaints, counter complaints, and exhibits, has been online since December last year. ***With online access, all requests for BOR records have been answered on the same day.***

Lodging Tax Snapshot

As of May 3, 2023, the YTD collections for the 3% lodging tax (of which 95% is provided to the Visitors and Convention Bureau) were \$133,790.07; the YTD collections for the 1.5% lodging tax (of which 100% is provided to the Decorative Arts Center of Ohio) were \$77,388.32.

There are two more quarterly collection dates for the year (July and October).

**LEGAL NOTICE
PETITION FOR ANNEXATION**

Notice is hereby given that on the 4 day of MAY, 2023, there was presented to the Board of Commissioners for the County of Fairfield, State of Ohio a petition for Expedited Type 2 Annexation of 1.412 +/- acres consisting of two (2) parcels from Bloom Township to the Village of Lithopolis, Ohio, which petition was presented by 100% of the owners of the territory described as follows:

Situated in the State of Ohio, County of Fairfield, and in the Township of Bloom:

Being Lot Number One (1) and Lot Number Two (2), in Smith's Subdivision in Section Number 7 of said Bloom Township, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 8, Page 21, Recorder's Office, Fairfield County, Ohio.

Parcel Number: 0080113400 & 0080113500

Known as: 0 and 4716 Winchester-Southern Rd. NW
Canal Winchester, OH 43110

Prior Instrument Number: Deed Book 1737, Page 3332-3333
Document ID 201700008314

Of the Official Records of the Fairfield County, Ohio

The territory to be annexed consists of two (2) parcels fronting along Winchester Southern Rd., which is adjacent to the following properties listed below, which are not part of the territory to be annexed, but are being identified because notice needs to be given to said adjacent property owners:

Adjacent Property to the North:

- Property owned by James A. and Deborah L. Chuvalas
(Parcel No. 0100252500) known as 521 Westview Ter, Lithopolis, Ohio 43136.
Mailing Address: James A. and Deborah L. Chuvalas
521 Westview Ter,
Lithopolis, Ohio 43136
- Property owned by Travis E. and Roberta F. Parker
(Parcel No. 0100252400) known as 511 Westview Ter, Lithopolis, Ohio 43136.
Mailing Address: Travis E. and Roberta F. Parker
511 Westview Ter,
Lithopolis, Ohio 43136

Adjacent Property to the East:

- Property owned by Robert F. and Olivia C. Owens
(Parcel No. 0100252100) known as 321 Penny Dr, Lithopolis, Ohio 43136.
Mailing Address: Robert F. and Olivia C. Owens
1835 Oak St.
Columbus, OH 43205
- Property owned by Richard Clark
(Parcel No. 0100252000) known as 311 Penny Dr, Lithopolis, Ohio 43136.
Mailing Address: Richard Clark
311 Penny Dr,
Lithopolis, Ohio 43136
- Property owned by Sallie J. Pawley
(Parcel No. 0100251900) known as 301 Penny Dr, Lithopolis, Ohio 43136.
Mailing Address: Sallie J. Pawley
301 Penny Dr,
Lithopolis, Ohio 43136
- Property owned by Dale A. and Sherry Boring
(Parcel No. 0100251800) known as 231 Penny Dr, Lithopolis, Ohio 43136.
Mailing Address: Dale A. and Sherry Boring
231 Penny Dr,
Lithopolis, Ohio 43136

Adjacent Property to the South:

- Property owned Jerry L. Rufer
(Parcel No. 0080113600) known as 11978 Elder Ln. NW, in Bloom Twp
 - Mailing Address: Jerry L. Rufer
11978 Elder Ln. NW
Lithopolis, OH 43136

Adjacent Property to the West - across (Canal) Winchester-Southern Rd NW:

NOTE: PROPERTY IS LOCATED IN FRANKLIN COUNTY (MADISON TOWNSHIP)

- Property owned by Eastlawn Memory Gardens, Inc
(Franklin Co. Parcel No. 181-000139-00)
Known as 5802 Elder Rd. NW, Canal Winchester, OH 43110
 - Mailing Address: Eastlawn Memory Gardens, Inc.
P.O. Box 630
Greensburg, PA 15601-0630

Stephen F. Gredica

STEPHEN F. GREDICAK

PETITIONER and PROPERTY OWNER

4716 Winchester-Southern Rd. NW

Canal Winchester, Ohio 43110

5-4, 2023

PETITION FOR "EXPEDITED TYPE-2" ANNEXATION OF 1.412 +/- ACRES IN
BLOOM TOWNSHIP TO THE VILLAGE OF LITHOPOLIS (O.R.C. §709.023)

Date: March 3, 2023

To: The Board of County Commissioners of Fairfield County, Ohio
Attn: Rachel Elsea, Clerk
210 East Main Street, Room 301
Lancaster, OH 43130

The undersigned Property Owner, Stephen F. Gredicak, ("Property Owner"), who is the sole owner of the real estate (Parcel Nos. 0080113400 and 0080113500) hereinafter described in Exhibit "A" and consisting of 2 lots, 1.412 acres.

- i. 0080113400, Lot 1 – 0.706 acres
- ii. 0080113500, Lot 2 – 0.706 acres

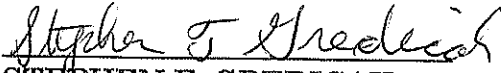
in Bloom Township, Fairfield County, Ohio, (The "Territory") adjacent to the Village of Lithopolis, does hereby respectfully petition the Board of Fairfield County Commissioners to cause such territory to be annexed to the Village of Lithopolis under authority of Sections §§ 709.02 to 709.11 of the Ohio Revised Code.

The property Owner, as petitioner, requests to follow the procedures set forth under Section 709.023 (including Section 709.021(A)) of the Ohio Revised Code.

1. Attached to this petition and made part hereof is a full legal description of the Territory marked Exhibit "A."
2. Attached to this petition and made part hereof is an accurate map or plat of the area to be annexed (the "Territory"), marked Exhibit "B."
3. Attached to this petition and made part hereof is a list of parcels in area to be annexed that includes the name and mailing address of the owner, the permanent parcel number, and the agent for petitioner, and a notice (including a list of all parcels located adjacent to the territory to be annexed or directly across the road when the road is adjacent to the territory to be annexed) collectively marked Exhibit "C."

4. Attached to this petition as Exhibit "D" and made a part hereof is a copy of Village of Lithopolis Ordinance 30-17, adopted September 12, 2017, indicating the Village's consent to the annexation and statement of intent to provide services, including potable water, sanitary sewer, police services, and franchise refuse (solid waste/trash removal).
5. Attached to this petition as Exhibit "E" and made a part hereof is a Statement of Petitioner/Property Owner in Support of Petition for Annexation, which sets forth petitioner's confirmation that this petition meets the requirements of an Expedited "Type-2" Annexation.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR IN EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.


STEPHEN F. GREDICAK
("PROPERTY OWNER")
4716 Winchester-Southern Rd. NW
Canal Winchester, Ohio 43110

March 3, 2023

Phone: 614-578-6903

E-mail: sgredicak1@gmail.com

EXHIBIT "A"
DESCRIPTION

The following described real property:

Situated in the State of Ohio, County of Fairfield, Township of Bloom, Township 14, Range 20, Section 7.

Being all of Lots 1 and 2 in Smith's Subdivision as recorded in Plat Book 8, Page 21, and being more fully described as follows:

Beginning at a 5/8 inch rebar set at the northwest corner of Lot 1 of Smith's Subdivision;

thence South 87°42'32" East, passing a 3/4 inch iron pipe found at 10.00 feet, a total distance of 153.77 feet to a 3/4 inch iron pipe found at the northeast corner of Lot 1;

thence South 04°12'15" West a distance of 400.00 feet to a 5/8 inch rebar set at the southeast corner of Lot 2;

thence North 87°42'27" West a distance of 153.88 feet to a 5/8 inch rebar set at the southwest corner of Lot 2;

thence North 04°13'12" East a distance of 400.00 feet to the point of beginning, containing **1.412 acres**, and being subject to all legal easements, restrictions and rights-of-way of record.

Bearings are based on the subdivision plat of Wilson farms as recorded in Plat Cabinet 2, Slot 82. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in June of 2019 by Tobin-McFarland Surveying, Inc., and was prepared by Thomas M. Tobin, Registered Professional Surveyor No. 7674.

Parcel Number: 0080113400 & 0080113500

Known as: 0 and 4716 Winchester-Southern Rd. NW
Canal Winchester, OH 43110

Prior Instrument Number: Deed Book 1737, Page 3332-3333
Document ID 201700008314

Of the Official Records of the Fairfield County, Ohio

EXHIBIT "B"

MAP/PLAT OF PARCELS TO BE ANNEXED

EXHIBIT "C"

Attached to this petition and made part hereof is a list of parcels in area to be annexed and all parcels located adjacent to the territory to be annexed or directly across the road when a road is adjacent to the territory to be annexed. The list that includes name of owner, mailing address of owner and permanent parcel number, marked

LIST OF: PARCELS TO BE ANNEXED

<u>PARCELS:</u>	0080113400 4716 Winchester-Southern Rd. NW
	0080113500 0 Winchester-Southern Rd. NW
<u>Owner:</u>	Stephen F. Gredicak
<u>Mailing Address:</u>	4716 Winchester-Southern Rd. NW Canal Winchester, OH 43110

LIST OF: PARCELS LOCATED ADJACENT TO THE TERRITORY TO BE ANNEXED OR DIRECTLY ACROSS THE ROAD WHEN A ROAD IS ADJACENT TO THE TERRITORY TO BE ANNEXED

SEE "LEGAL NOTICE – PETITION FOR ANNEXATION"

EXHIBIT D

VILLAGE OF LITHOPOLIS ORDINANCE 30-17

Approving a Pre-Annexation Agreement
Regarding Services to be Provided Upon Annexation

EXHIBIT E

STATEMENT OF PETITIONER/PROPERTY OWNER IN SUPPORT OF PETITION FOR ANNEXATION

The Property Owner attests herein that all conditions for annexation set forth in Section 709.033(A) of the Ohio Revised Code have been met prior to the Commissioners' hearing this petition:

1. This petition meets all the requirements set forth in and was filed in the manner provided in Section 709.021 of the Revised Code.

2. The person who signed the petition (Stephen F. Gredicak) is the sole owner of property located in the territory proposed to be annexed, he constitutes all owners in the territory proposed to be annexed, and he meets the definition of "Owner" set forth in Section 709.02(E) of the Revised Code.

3. The territory proposed to be annexed does not exceed 500 acres: the territory proposed to be annexed constitutes a total of 1.412 +/- acres, comprised of two parcels suitable for residential uses. Each parcel is approximately 200 feet by 153 feet 9 in area (calculated as 30,754 sq feet, or .706 acres, more or less).

4. The territory proposed to be annexed shares a contiguous boundary with the municipality for a continuous length of at least 5% of the perimeter of the territory proposed to be annexed.

The perimeter of the territory proposed to be annexed is a total of 1,107.65 linear feet. The territory shares both the north border (153.77 linear feet) and east border (400 feet) with the Village of Lithopolis. The 553.77 linear feet shared with the Village is 50 % of the total perimeter of the Territory.

The territory's west border (400 feet total) is a public right of way (Winchester Southern Rd.), which is also the County/Township line. The parcel across said right of way is a cemetery/memorial garden in Madison Township, Franklin County. The territory only shares 153.88 feet of common boundary with the Township.

5. The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed to be annexed.

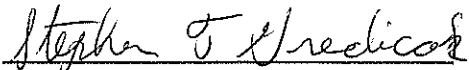
The territory proposed to be annexed is predominantly surrounded by the Village to which annexation is sought, as well as the county line.

6. The Village of Lithopolis has agreed to provide the territory proposed to be annexed with certain services as specified in the pre-annexation agreement that was approved by Village Ordinance 30-17. Specifically, the Village is already

providing the territory proposed to be annexed with potable water and sanitary sewer utility services. The Village will also provide police and franchise refuse (solid waste/trash) services.

7. A street or highway will not be divided or segmented by the boundary line between the municipality and township as to create a road maintenance problem. This annexation will not divide Winchester-Southern Rd. NW nor are any other public rights of way adjacent to or within the territory proposed to be annexed.

As a result, there is no need for the Village of Lithopolis to agree as a condition of annexation to assume maintenance of any street or highway or to otherwise correct the problem.



STEPHEN F. GREDICAK

PETITIONER and PROPERTY OWNER

4716 Winchester-Southern Rd. NW

Canal Winchester, Ohio 43110

March 3, 2023



VALEDA A. SLONE
Clerk

FAIRFIELD COUNTY MUNICIPAL COURT

136 West Main Street

Post Office Box 2390

Lancaster, Ohio 43130-5390

Telephone: 740-687-6621

E-mail: clerk@fcmcourt.org

Web: www.fcmcourt.org

May 2, 2023

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

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

10% OSP Fines.....	\$1400.50
Regular Fines.....	2018.14
Uniform Fines.....	4790.50
Gross Overload.....	12,935.00
50% Liquor Fines	50.00
OVI Housing.....	2074.87
Sheriff's Department OVI.....	135.00
Affidavit of Indigency	1432.33
Dog Fines.....	252.00
Parks & Recreation.....	0.00
Parks & Recreation OVI.....	0.00
Witness Fees	30.00
Expungement Fees	140.00
Jury Fees	287.50
TOTAL.....	\$25,545.84

Sincerely,

Valeda A. Slone

Valeda A. Slone
Clerk of Court

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

enclosures

/tlh

05/09/2023



Annual Report

2022

Fairfield County Sheriff's Office

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The Fairfield County Sheriff’s Office is Ohio Collaborative Certified

Sheriff

Alex Lape

Sheriff Lape began his Law Enforcement career in 1992, after completing the basic peace officer academy. He was then commissioned by the Fairfield County Sheriff's Office, serving as an Auxiliary Deputy.

In 1994, he was hired as a full-time deputy assigned to the Jail Bureau. He later transferred to the Patrol Bureau, where he served as a SWAT deputy and fatal crash investigator. In 2002, Sheriff Lape was promoted to Sergeant, and served in the Patrol and Jail Bureaus. In 2005, Sheriff Lape assumed command of the SWAT team and was also transferred to the Community Services Unit.

In 2010, he was assigned as the Commander of the Sheriff's Office Detective Bureau.

In 2012, Sheriff Lape was promoted to Lieutenant and became the Patrol Bureau Commander where he served until promoted to Chief Deputy in 2017.

In 2020, Alex Lape was elected Sheriff by the residents of Fairfield County.

Sheriff Lape resides in Violet Township with his wife Sherry and has three children.





Core Values

Loyalty - Heartfelt commitment to the Law Enforcement Profession through Integrity and Honor.

Equality - Treatment of all individuals with impartiality under the law.

Accountability - Accepting responsibility for actions and behaviors.

Duty - Obligation to take action that is ethically and morally right.

Ethics - Standard of action for doing the "right" thing at the "right" time.

Respect - To have due regard for other's feelings, wishes, or rights.

Service - Be the servant first. Only when we are proven and trusted will others freely follow. Live the Golden Rule.

Mission Statement

The mission of the Fairfield County Sheriff's Office is to provide the highest level of professional law enforcement service to the citizens of Fairfield County. We are committed to public safety by protecting and enhancing the quality of life, upholding all laws, preserving the peace, and preventing crimes while protecting the constitutional rights of those we serve. We will perform our duties with compassion and integrity, while maintaining high ethical and moral conduct at all times. We will establish a reputation for responsiveness, competency, decisiveness, and equality which will inspire confidence in the Sheriff's Office for all residents of Fairfield County.

Code of Ethics

As a Law Enforcement Officer, my fundamental duty is to serve the public, to safeguard lives and property, to protect those in need, and to respect the Constitutional rights of all men and women to liberty, equality, and justice.

I will courageously maintain calm in the face of danger, scorn, or ridicule while employing self-restraint being constantly mindful of the welfare of others. I will be honest in both my personal and professional life while obeying the laws of the land and the policies of my office.

I will never put myself above others or permit personal feelings, prejudices, animosities, or friendships to influence my decisions. I will allow no compromise for crime. I will relentlessly prosecute those who violate the law. I will enforce the law courteously and appropriately without favor or will, never employing unnecessary force or violence.

I recognize the badge of my office as a symbol of public faith, and I accept it as public trust to be held so long as I am true to the ethics of law enforcement. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession...

...Law Enforcement

The Sheriff's of Fairfield County: 1801 - Current



2021-Current.....Alex Lape	1880-1884.....Hiram Shumaker
2001-2021.....Dave Phalen	1876-1880.....George See
1992-2001.....Gary Demastry	1872-1876.....William Bush
1980-1992.....Jim Peck	1868-1872.....John D. Jackson
1969-1980.....Dan Berry	1864-1868.....Emanuel Shisler
1961-1969.....Jack Blazer	1860-1864.....James Miller
1957-1961.....Dale George	1856-1860.....Aaron W. Ebright
1949-1957.....M. Dudley Crider	1854-1856.....William Potter
1945-1949.....Harley Highley	1852-1854.....James Weaver
1941-1945.....M. Dudley Crider	1848-1852.....Oliver H. Perry
1933-1941.....William W. Belhorn	1844-1848.....Elias Perry
1929-1933.....Gail Sesler	1840-1844.....Samuel Ewing
1925-1929.....Roy T. McNaughten	1838-1840.....Thomas Edingfield
1921-1925.....C. J. Speriky	1834-1838.....Silas Tam
1917-1921.....George E. Smetters	1832-1834.....Nathan Wetherby
1913-1917.....Ed W. Schaffner	1828-1832.....Geroge D. Sites
1909-1913.....Emmett Deffenbaugh	1824-1828.....Edward B. Thompson
1905-1909.....Frank W. Kraner	1820-1823.....William Crook
1901-1905.....Frank W. Raitze	1816-1820.....George Sanderson
1897-1901.....Joseph W. Stewart	1814-1816.....Adam Weaver
1893-1897.....Elisa M. Messerly	1808-1814.....John Williamson
1889-1893.....Amos Levan	1806-1808.....Emanuel Carpenter
1884-1888.....Benjamin F. Price	1801-1806.....Samuel Kratzer

Fairfield County Sheriff's Office Personnel

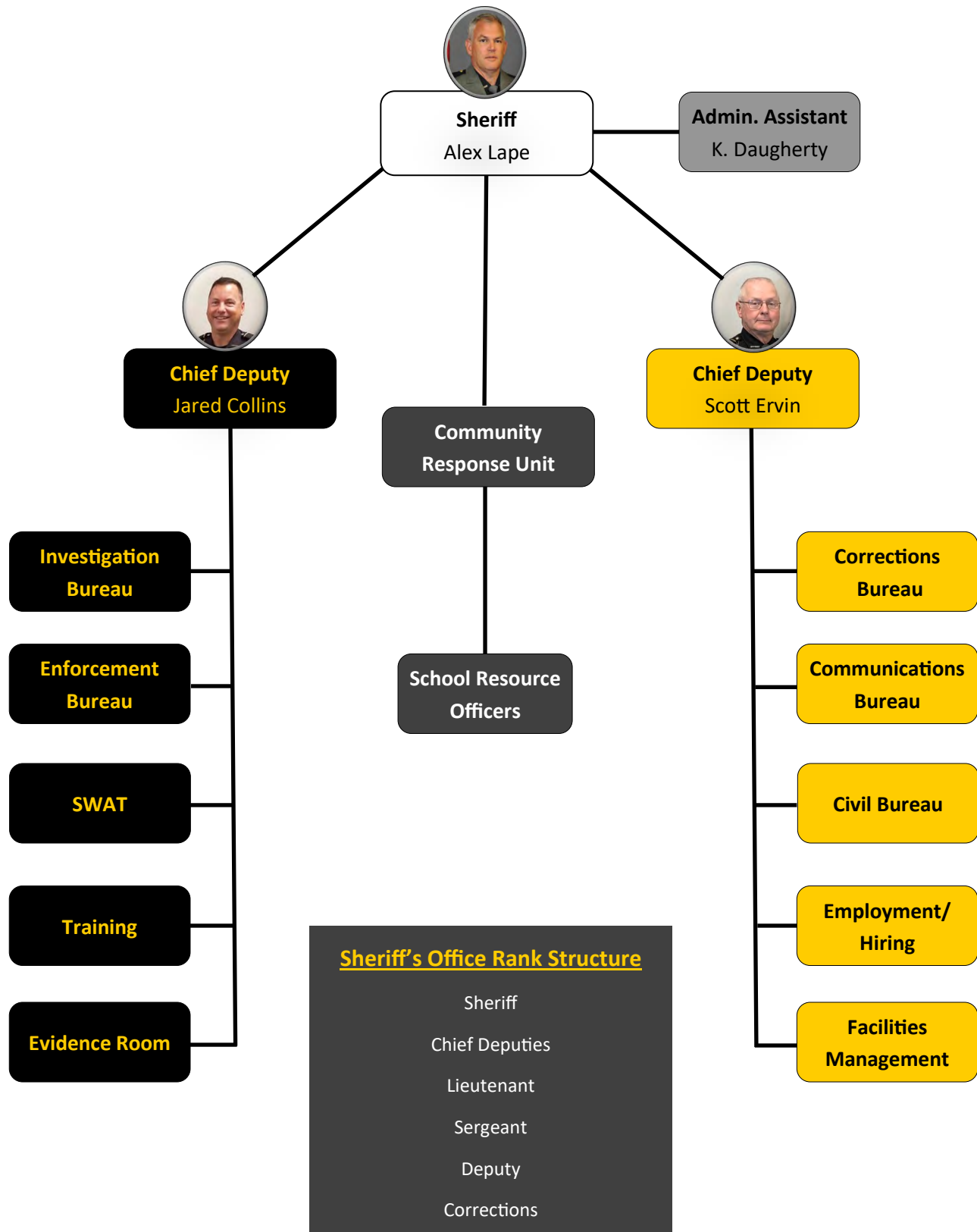


Uniform Personnel		Civilian Personnel	
<u>Rank</u>	<u>Strength on 12/31/22</u>	<u>Position</u>	<u>Strength on 12/31/22</u>
Sheriff.....	1	Administrative/Civilians.....	10
Chief Deputy.....	2	Jail Support Specialist.....	1
Lieutenant.....	3	Property Room Clerk.....	1
Sergeant.....	13	Director of Fiscal & Civil Services.....	1
Detective.....	8	Re-Entry Coordinator.....	1
SORN Officer.....	1	Radio Room Supervisor.....	1
Child Support Enforcement Officer.....	1	9-1-1 Dispatchers.....	15
Narcotics Officer.....	2	Pastor - Part-Time.....	1
Deputy.....	57	Maintenance.....	1
School Resource Deputies.....	8		
Corrections Officers.....	35		
Total Uniform Personnel.....	131	Total Civilian Personnel.....	32

163

Combined Personnel
Counts

Fairfield County Sheriff's Office Organizational Chart





Fairfield County Data

Founded.....1800
 Government.....Commissioners
 Population.....158,921
 Area.....505.7 sq miles
 Miles of County Road.....362.2
 Miles of Township Roads.....587.5
 Miles of State Routes.....197.7
 County Seat.....Lancaster
 General Fund Budget.....\$56,310,000
 Total County employees.....991

Fairfield County Sheriff's Office Data



Serving Since 1798

Uniform Personnel.....131
 Civilian Personnel.....32
 Sworn Officer to Population Ratio.....1 to every 1,655 Residents
 Marked Patrol Vehicles64
 (Includes 6 Community Watch Vehicles)
 Unmarked Vehicles.....25
 Bicycles.....4
 Canines.....2
 General Fund Budget.....\$17,000,549
 SWAT Team Members.....25

REMEMBERING

Our Fallen

This page is dedicated to the memory of all fellow Law Enforcement Officers who made the ultimate sacrifice in the line of duty.



Deputy Chad S. Edwards

End of Watch: May 18, 1995

Deputy Chad Edwards end of watch was on Thursday, May 18, 1995, at the age of 22 while enroute to an undercover narcotics assignment.



Deputy Ethan Collins

End of Watch: January 4, 2006

Deputy Ethan Collins end of watch was on Wednesday, January 4, 2006, at the age of 29 while responding to an officer in need.

Chief Deputy Jared Collins

Chief Deputy Jared Collins commands law enforcement operations at the Fairfield County Sheriff's Office.

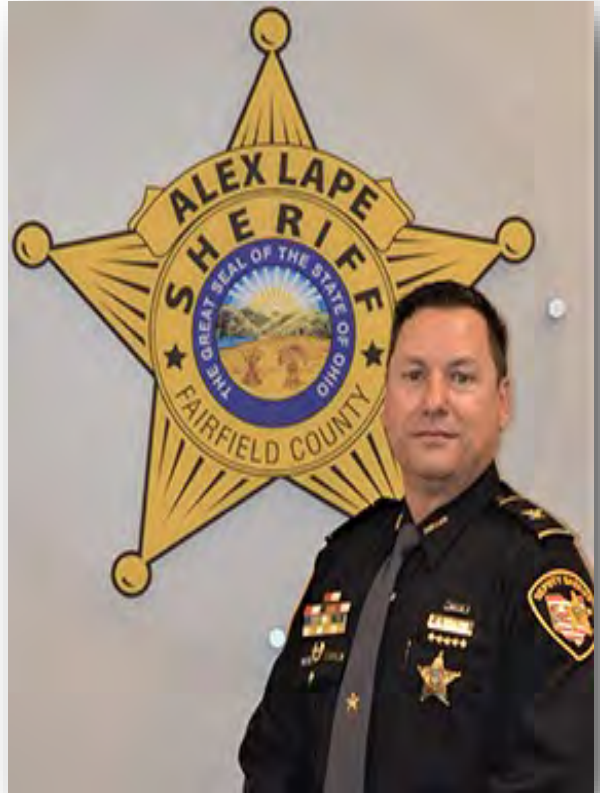
Chief Collins, who started his career with the Sheriff's Office in 1992, has served in nearly every division.

He has operational experience in undercover drug operations, Corrections operations, K-9 Handler and Trainer, and SWAT. Chief Collins has also held command roles as both a Sergeant and a Lieutenant in Enforcement, K-9, Narcotics, Training, Investigations, SWAT, and Court Services.

Chief Collins is responsible for the overall operations of the Enforcement Bureau, Investigation Bureau, SWAT and Property Room.

After graduating from Fairfield Union High School in 1990, Chief Collins attended classes at The Ohio State University, Muskingum University and Polk State University. Chief Collins is also a recipient of the FBI-LEEDA Trilogy Award, which he earned by completing the command leadership course of study. He has extensive experience teaching law enforcement topics throughout the region. Chief Collins is a former instructor at the International Police Training and Assessment Service and a former instructor at Ohio Peace Officer Training Academy. Currently he is an Adjunct Instructor at Hocking College.

A lifelong resident of Fairfield County, Chief Collins lives with his wife of 25 years, Jenny. He is an avid boater and outdoorsman.



Chief Deputy

Scott Ervin

Chief Deputy Scott Ervin is responsible for the overall operations of Corrections, Communications, Civilian Unit, as well as, Maintenance at the Fairfield County Sheriff's Office.

Chief Deputy Ervin started his career in Public Safety in 1981, and has served in many capacities. His experience is in Jail, Communication, Patrol, Investigation and SWAT Operations, as well as, in-service firearms training.

Chief Deputy Ervin graduated from Lancaster High School in 1980, attended Basic Police Academy at Hocking College and the Lancaster Police Department Academy in 1982.

Throughout his career, he has attended numerous training classes throughout the State of Ohio.

Chief Deputy Ervin lives with his wife of 35 years, Rita. They enjoy outdoor activities and spending time with their children and grandchildren.



Enforcement Bureau



**Enforcement Bureau
Commander:**

Lieutenant Jason Hodder

Lieutenant Hodder has been a member of the Fairfield County Sheriff's Office since April 2002. He was promoted to Sergeant in 2009 where he served in the Enforcement and Corrections Bureaus.

In 2007 he was promoted to Lieutenant and served as the Corrections Bureau Commander. Lt. Hodder has worked in various positions during his employment such as a Training Officer, Correctional Academy Instructor, and Correctional Academy Commander. He has been an OPOTA certified instructor since 2013 in various topics such as Subject Control Techniques, Community Diversity & Procedural Justice, Inmate Rights and Civil Liability, and Crisis Intervention & Suicide Prevention, to name a few.

Lt. Hodder is a resident of Fairfield County where he resides with his wife and family.

The Enforcement Bureau is the anchor of the Sheriff's Office and is composed of the majority of all sworn personnel. Deputies are primary responders to calls for service. A few of the other functions of the Enforcement Bureau include the investigation of criminal offenses, crime prevention, traffic enforcement, and service of civil process.

Enforcement Bureau City & Village Support

Fairfield County Sheriff's Office Enforcement Bureau provides law enforcement services to an estimated 158,921 residents, according to the 2020 census, in Fairfield County as well as eight villages in the county:

Amanda

Bremen

Canal Winchester

Pleasantville

Rushville

Stoutsville

Thurston

West Rushville

The Enforcement Bureau also provides support to other villages and cities in the county that have their own law enforcement agencies:

Baltimore

Carroll

Columbus

Lancaster

Lithopolis

Millersport

Pickerington

Reynoldsburg

Sugar Grove

158,921

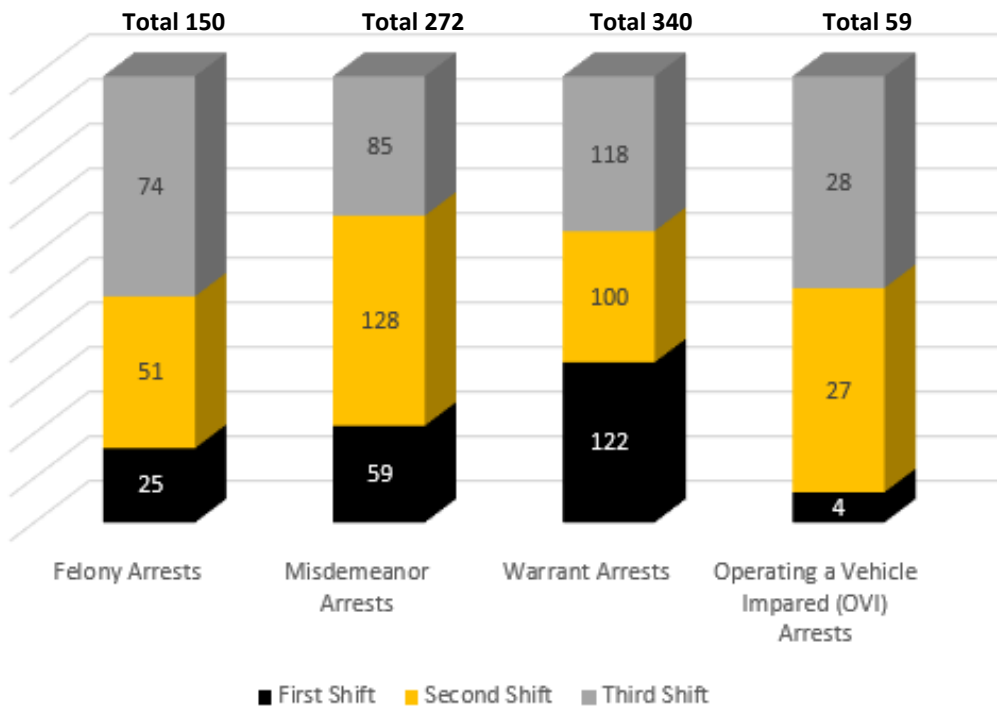
Number of Residents
Served by the Fairfield
County Sheriff's Office*

*According to the 2020 Census

2022 Enforcement Bureau Statistics

Lincoln Avenue & Violet Station Combined

Number of Arrests in 2022



2022 Yearly Stats



18,412 Dispatched Calls



3,167 Reports



5,672 Civil Paper Attempts

2,848 Civil Papers Served



151,139 Building Checks



7,015 Vacation Checks



2,338 Traffic Stops

937 Citations

2,106 Warnings

Misdemeanor & Felony Charges Filed in 2022

609

Number of Misdemeanor Charges Filed in 2022

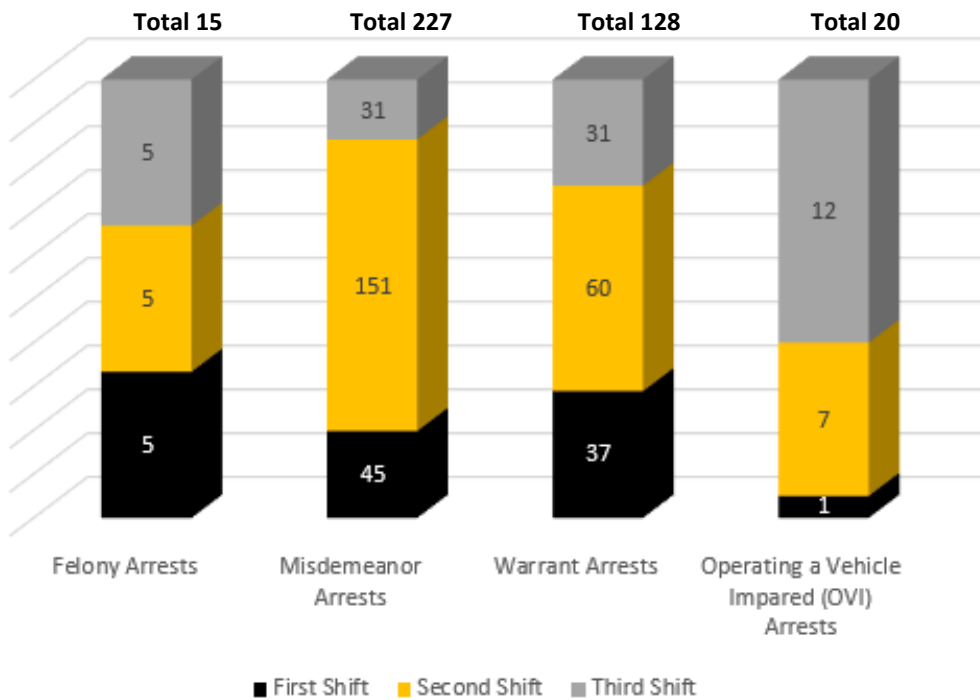
209

Number of Felony Charges Filed in 2022

2022 Enforcement Bureau Statistics

Canal Winchester

Number of Arrests in 2022



2022 Yearly Stats



6,086 Dispatched Calls



1,140 Reports



102 Civil Paper Attempts

51 Civil Papers Served



90,509 Building Checks



1,027 Vacation Checks



998 Traffic Stops

369 Citations

938 Warnings

Misdemeanor & Felony Charges Filed in 2022

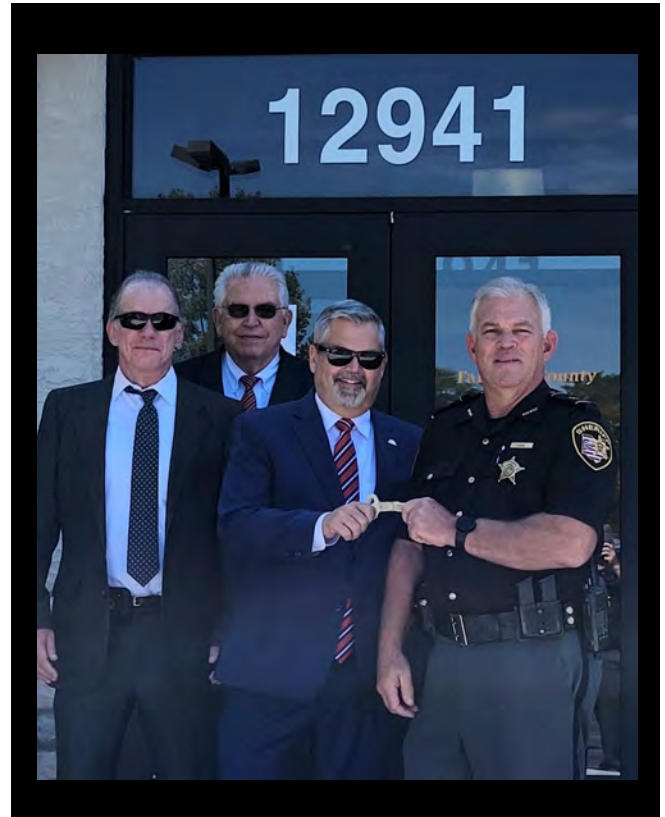
385

Number of Misdemeanor Charges Filed in 2022

64

Number of Felony Charges Filed in 2022

Enforcement Bureau



New Canal Winchester Substation

The Fairfield County Sheriff's Office began operations from a new location in Canal Winchester, at 36. S. High Street (Old Municipal Office). Mayor Mike Ebert presented the key to the building to Sheriff Lape and made it official. The substation is supervised by Sergeant K. Walker and is staffed by 12 Deputies and a Detective. (September 2022)



New Violet Township Substation

The new Sheriff's Office substation opened in Violet Township, located at "Fairfield Center," 12941 Stonecreek Dr. Pickerington. The "transfer of the key" ceremony was attended by Commissioners Fix, Levacy and Davis who turned the key over to Sheriff Lape and staff. The new location provides more services and capabilities to the Northwest and Northern portions of the County. The substation is supervised by Sergeant Burke and is staffed by 15 deputies. (September 2022)

Fairfield County Sheriff's Office K9 Units

Fairfield County Sheriff's Office has two K9 Units: Deputy Mann & K9 Deputy Lupo, State Certified since September 2021, and Deputy Webb & K9 Deputy Rafa, State Certified since May 2022. K9 deputies are dual-purpose dogs, trained in the detection of narcotics, article searches, tracking, and handler protection.



K9 Deputies Combined 2022 Highlights:

207

Total Deployments in
2022

Breakdown of Deployments:

- 148 Deployments for Detection (Narcotics Searches)
- 59 Deployments for Patrol (Area Search, Building Search, Tracking, and Article Searches)

Requesting Agencies:

- Fairfield County: 154
- Ohio State Patrol: 22
- Lancaster Police Department: 16
- Major Crimes Unit: 3
- Pickerington Police Department: 2
- Hilliard Police Department: 1
- Hocking County Sheriff's Office: 1
- Franklin County Sheriff's Office: 1
- Mt. Vernon Police Department: 1

Seized

- 2 Firearms
- 63 items of Drug Paraphernalia
- \$4,457

1062

Grams of
Methamphetamine
Recovered in 2022

Narcotics Recovered Include:

- Fentanyl: 348 grams
- Heroin: 22 grams
- Crack Cocaine: 9 grams
- Cocaine: 5 grams
- Psilocybin Mushrooms: 42 grams
- Misc. Pills: 154
- Marijuana: 250 grams
- Unknown: 7 grams
- Prescription Lidocaine Patches: 15 items
- Suboxone: 4 items

Weights & Scales



\$97,574.50

Amount Fined in
Weights & Scales
Enforcement in 2022

Deputy Mead is responsible for enforcing weight restrictions involving trucks and other vehicles traveling the roadways of Fairfield County. Deputy Mead takes enforcement action on state, county, and township roadways.

2022 Weights & Scales Statistics

178	Number of Traffic Stops
26	Number of Axle Weight Citations
62	Number of Gross Weight Citations
387	Number of Written Warnings



Corrections Bureau

Fairfield County Jail, along with its partner organizations, offer a variety of programming, assistance, and tools for inmates before they leave jail. Assistance may include mental health and substance abuse treatment, cognitive behavioral treatment, parenting classes, veteran support, educational classes, Alcoholics Anonymous/Narcotics Anonymous groups, ministry services and more.

Re-Entry Coordinator



Re-entry Coordinator, Samantha Green, facilitates educational programming and resources to help inmates transition from incarceration to normal life. Some of these resources include, but are not limited to; education programs, treatment and rehabilitation programs, employment resources, counseling, housing, and transportation.

4,616

Number of People
Booked into Fairfield
County Jail in 2022



Corrections Bureau Commander:
Lieutenant J. Warner

Lieutenant J. Warner has been with the Fairfield County Sheriff's Office since 2010, has experience in all Bureaus of the Sheriff's Office, and was a member of the SWAT Team for 10 years. Lt. Warner began working in Fairfield County in 2007 when he was employed by the Fairfield County Commons Pleas Court as a Community Control Officer, while also commissioned as a Special Deputy. Lt. Warner was promoted to the rank of Sergeant in 2017 and supervised the Patrol and Jail Bureau. He was also assigned as a Jail Supervisor overseeing Jail, Transport, SORN, and site-security operations. Lt. Warner has a Bachelor's Degree in Criminology and Psychology from Capital University and a Master's Degree in Criminal Justice-Criminal Behavior from Tiffin University. Lt. Warner teaches at the Eastland-Fairfield Police Academy and is a Board Member of the Fairfield County ADAMH Board, as well as a member of the Fairfield County Crisis Intervention Training Planning Committee. In 2019, Lt. Warner was the supervisor of the year. Lt. Warner was promoted to his current rank of Lieutenant in July 2022 and has been the Sheriff's Office Jail Administrator since that time.

Corrections Bureau



In partnership with the Fairfield County Health Department staff and Fairfield County Jail staff, inmates who desired vaccinations were provided those during a clinic in 2022.



Fairfield County Jail offers a variety of educational programming. The classroom includes a smart TV and a polycom video system. This allows facilitators to provide remote programming.

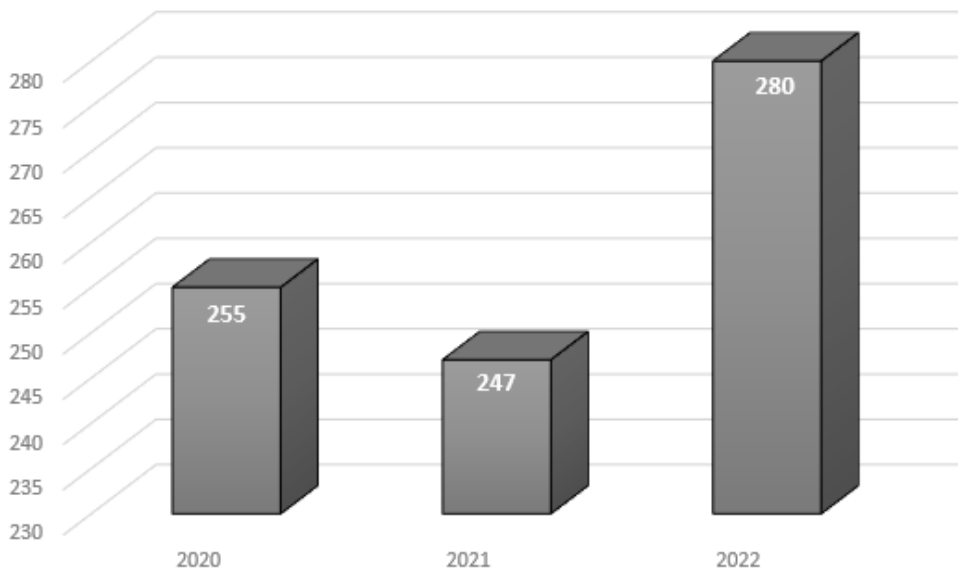
Fairfield County Jail Community Partnerships

The Fairfield County Jail maintains several partnerships to benefit inmates who are housed in the facility. Partnerships include:

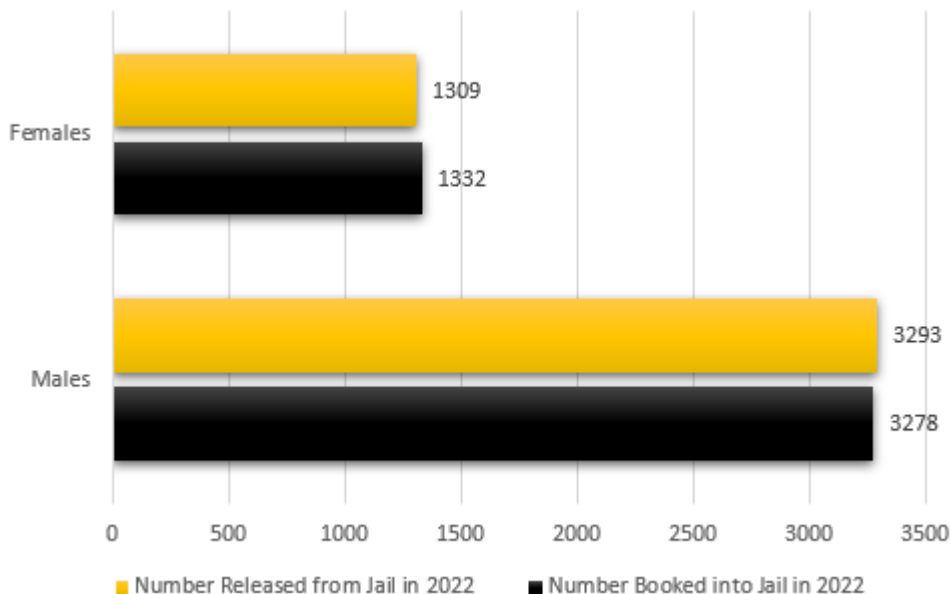
- **Action for Children** - Parenting classes
- **Connexion West** - Re-entry support
- **Cornerstone Church** - Ministry services
- **Fairfield County Alcohol, Drug Addiction and Mental Health (ADAMH)** - Programming support & funding
- **Fairfield County Health Department** - Vaccinations
- **House of Hope** - Alcoholics Anonymous & Narcotics Anonymous groups
- **Jail Chaplain Services** - Religious services
- **Maywood Mission** - Clothing & hygiene items
- **New Horizons** - Mental health, substance abuse, Medication-Assisted Treatment (MAT) services
- **Project FORT** - Narcan
- **Public Transit** - Bus passes
- **STAR - Community Justice Center** - Cognitive behavioral treatment
- **St. Vincent De Paul** - Clothing vouchers
- **Team Health** - Medical care
- **Trinity Services Group** - Food services for the jail. The food service menu is written and approved annually by a licensed dietician to ensure the jails compliance with State nutritional standards.
- **United Way** - Book donations & community support
- **Veterans Outreach** - Veteran support

2022 Corrections Bureau Statistics

2020 - 2022 Average Daily Population in the Jail



2022 Number of People Booked & Released



2022 Yearly Stats



4,616: Number of People Booked into Jail*



4,608: Number of Inmates Released from Jail*



102,565: Total Stay in Jail (Days)*



Average Stay in Jail:
31 Days: Males
26 Days: Females

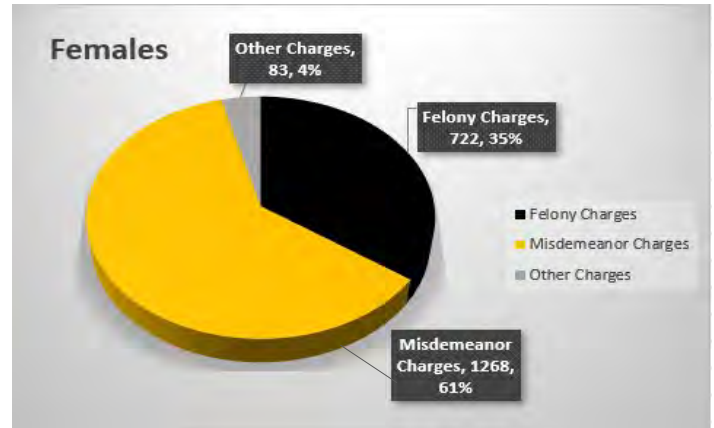
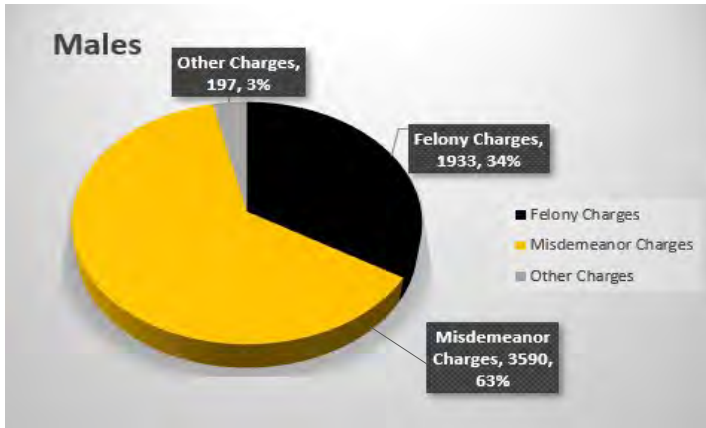


280: Average Daily Jail Population*

**Totals for the year combine the number of males and females.*

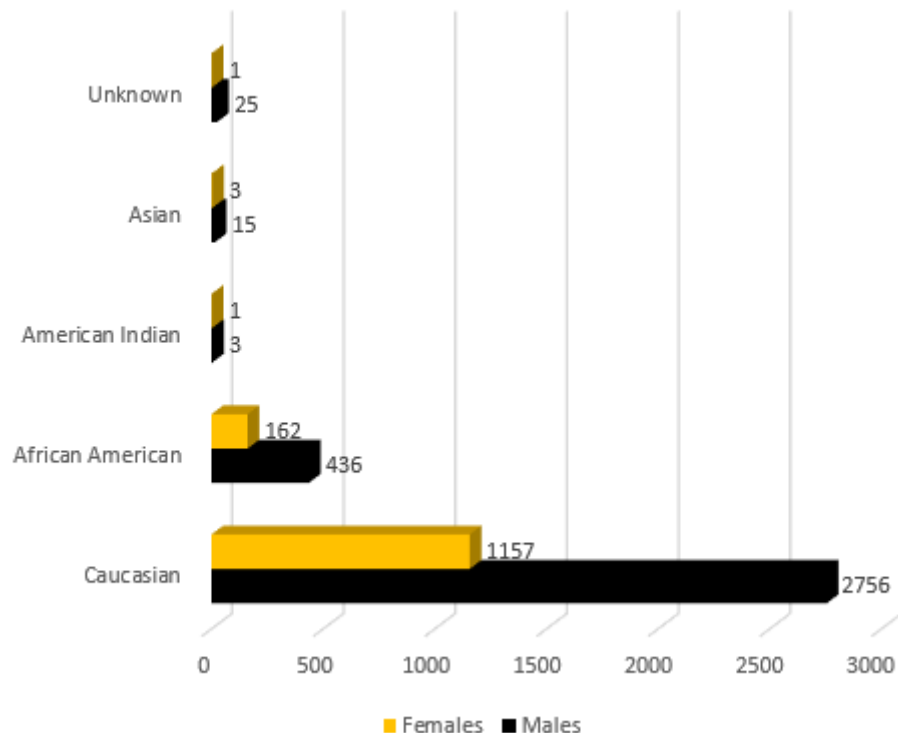
2022 Corrections Bureau Statistics

2022 Felony, Misdemeanor & Other Charges

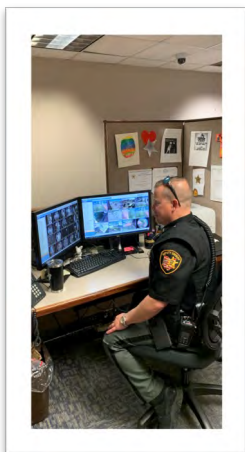


Charts Above: The charts represent the charges filed for males and females that were in the Fairfield County Jail in 2022. Combining males and females, there were a total of **2,655 Felony Charges** filed, **4,866 Misdemeanor Charges** filed and **280 other charges** filed in 2022.

2022 Jail Bookings by Race



2022 Corrections Bureau Statistics



2022 Transport Unit Stats

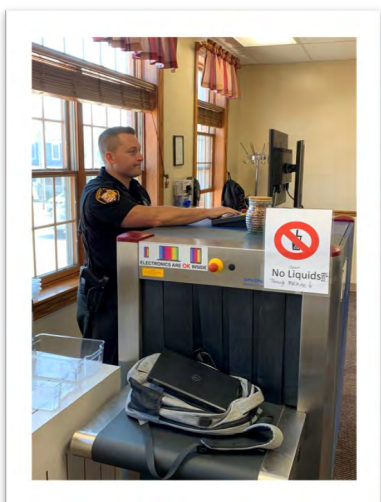
260	Inmates transported to or from prison facilities
194	Inmates transported to or from jail facilities outside Fairfield County
131	Inmates transported to or from medical or mental health appointments
31	Inmates taken for interview/Evaluation at Behavioral Correctional Facility/Rehab Facility
184	Inmates presented for out of county court hearings
982	Court paperwork served to inmates
5	Inmates for guard duty appointments
4,403	Arraignments held for Common Pleas Court/Muni Court

2022 Job & Family Services Stats

884	Hearings attended by security in the Government Services Building
884	Hearing Attendees Scanned/Searching

2022 Sexual Offender Registration & Notification (SORN) Stats

404	SORN Offender Registrations
272	Follow-ups with SORN Offenders
368	Sets of Fingerprints for Muni Court



2022 Hall of Justice Stats

60,112	People & items scanned/searched entering the Hall of Justice
22	Number of panic alarms we responded to in the Hall of Justice
28	Prisoner arrests
19	Hearings attended by Security
127	Inmates booked in through the Hall of Justice
126	DNA samples collected from inmates
182	Sets of fingerprints for Common Pleas Court

2022 Corrections Bureau Commissary Funds

Commissary Funds

	2020	2021	2022
Commissary Revenues	\$ 419,058.15	\$ 443,178.26	\$ 799,751.17
Materials and Supplies	\$ 277,282.37	\$ 182,724.61	\$ 185,663.87
Capital Outlay	\$ 39,505.15	\$ 27,582.78	\$ 18,867.71
Other	\$ 276,042.25	\$ 128,310.87	\$ 4,614.98
Total Expenditures	\$ 592,829.77	\$ 338,618.26	\$ 209,146.56
Excess of Revenue over Expenditures	\$ (173,771.62)	\$ 104,560.00	\$ 590,604.61

Data Above: Net profits from the sale of commissary items are utilized to purchase items to be used for the benefit of our inmates. The commissary account funds are governed by statute, and they can ONLY be used for certain approved purposes. Any expenditures are approved solely by the Sheriff.

2022 Revenue from Prisoner Holds

\$972,164

Revenue Generated from Out-of-County Prisoner Holds

Data Above: Contracts for Prisoner Holds include: Athens County, Canal Winchester, Gallia, Hocking County, City of Logan, Meigs County, and Perry County.

South Central Ohio Major Crimes Unit & Project F.O.R.T.



The South-Central Major Crimes Unit is a designated Ohio HIDTA multijurisdictional law enforcement task force.

Collaborations

The South-Central Ohio Major Crimes Unit is made up of the following law enforcement agencies who collaborate within the task force providing personnel and material resources.

1. **Fairfield County Sheriff's Office**
2. **Lancaster Police Department**
3. **Fairfield County Prosecutors Office**
4. **Pickaway County Sheriff's Office**
5. **Pickaway County Prosecutors Office**
6. **Logan Police Department**
7. **Hocking County Prosecutors Office**
8. **Athens Police Department**
9. **Ohio University Police Department**

2022 Project F.O.R.T.

Project F.O.R.T (Fairfield Overdose Response Team)

- **123:** Number of Engagements
- **98:** Number of Referrals
- **39:** Community Events
- **1,250:** Naloxone Kits Distributed
- **41:** Naloxone Emergency Boxes Distributed
- **174:** Overdose Events
- **27:** Overdose Deaths



During 2022, the Major Crimes Unit observed a new trend across the jurisdiction in which heroin was replaced by the dangerous synthetic opioid Fentanyl. Additionally, poly drug use to include Fentanyl, and Methamphetamine became normalized. Exacerbating this issue was the introduction of poly drug mixtures across the jurisdiction. Transnational Drug Trafficking Organizations also introduced Fentanyl pressed into tablet form mimicking legitimate prescription drugs such as Oxycodone and Xanax.

2022 Enforcement Activity

- **108:** Cases Opened
- **48:** Indictments
- **129:** Search Warrants
- Contraband Seizures:
 - *Cocaine:* 4,087.4 Grams
 - *Heroin:* 387.4 Grams
 - *Fentanyl:* 306.6 Grams
 - *Fentanyl (Counterfeit Rx):* 501 Unit Doses
 - *Methamphetamine:* 2,209.8 Grams
 - *Methamphetamine (Counterfeit Rx):* 500 Unit Doses
 - *Rx Drugs:* 677 Unit Doses
 - *Marijuana:* 6,904 Grams
 - *Marijuana Plants:* 368 Plants
 - *THC Edibles & Cartridges:* 10,049 Unit Doses
 - *Psilocybin:* 104.9 Grams
 - *LSD:* 5 Unit Doses
 - *Firearms:* 42
 - *US Currency:* \$43,341.00

Investigation Bureau

The Investigation Bureau is responsible for initiating and conducting criminal investigations into all major crimes including murder, assault, and robbery, as well as property-related crimes such as burglary and theft. In response to the needs of our community, the bureau added an SVU Detective in 2020 that is dedicated to investigating sexual assault cases involving juveniles and adults.



2022 Investigation Bureau Highlights

- 47 - After hours callouts on various crimes
- 91 - Background checks conducted
- 45 - Computer Voice Stress Analysis conducted
- 244 - Child Protective Services/Adult Protective Services referrals reviewed
- 2 - John-Stings conducted yielding 20 arrests
- 7 - Internet Safety classes taught
- Taught several training's for Sheriff's Office Deputies and Corrections Officers:
 - Interview and Interrogation Training
 - Crime Scene Photography Training
 - Crime Scene Training

2022 Yearly Stats



484: Total Cases Assigned in the Investigation Bureau



67: Average Number of Cases Assigned Per Detective



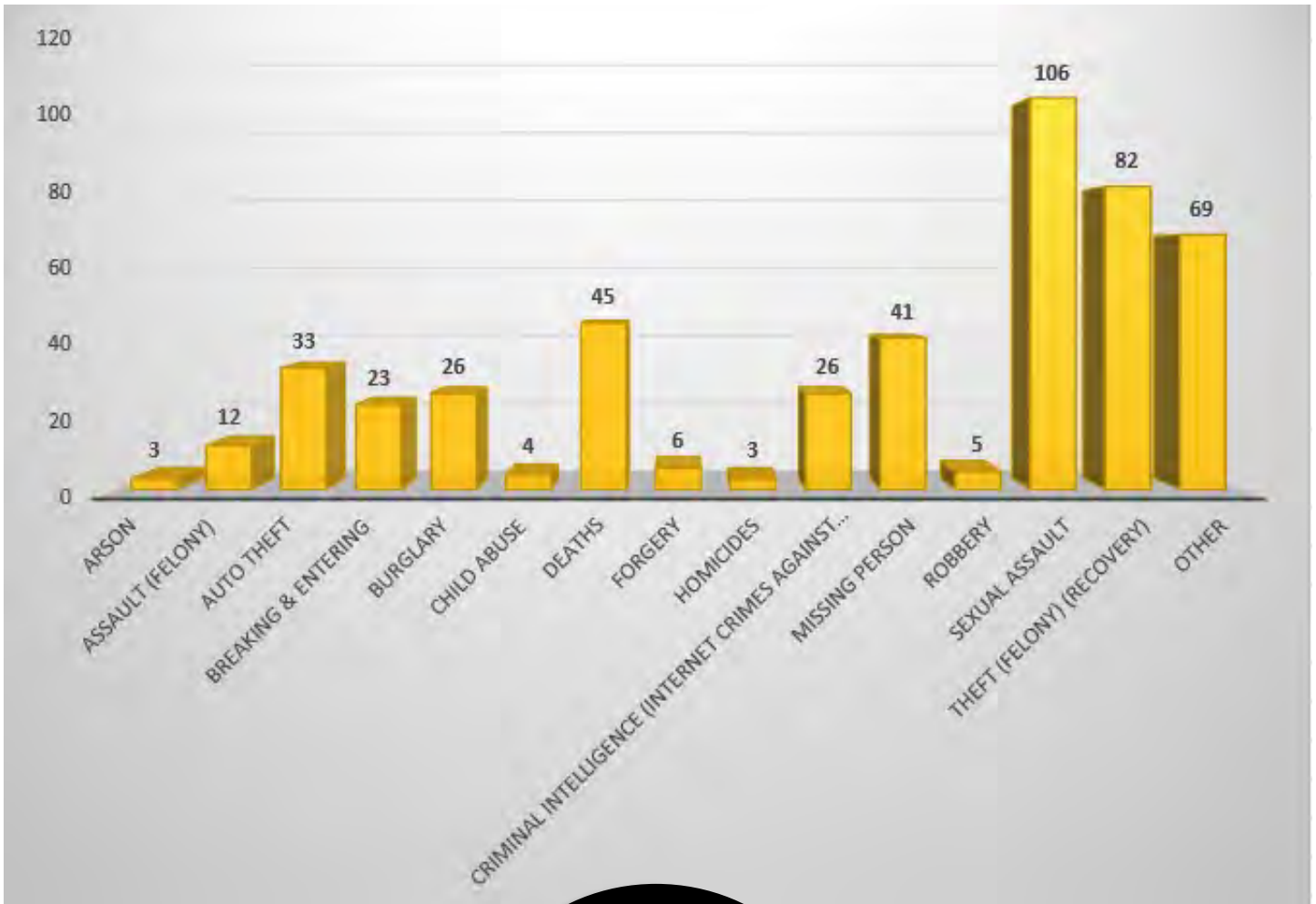
7.3: Average Number of Detectives



18.18%: Percent of Investigation Bureau Caseload Inside the City of Canal Winchester

2022 Investigation Bureau Statistics

2022 Types of Cases in the Investigation Bureau



484

Total Number of Cases
Assigned in Investigative
Bureau

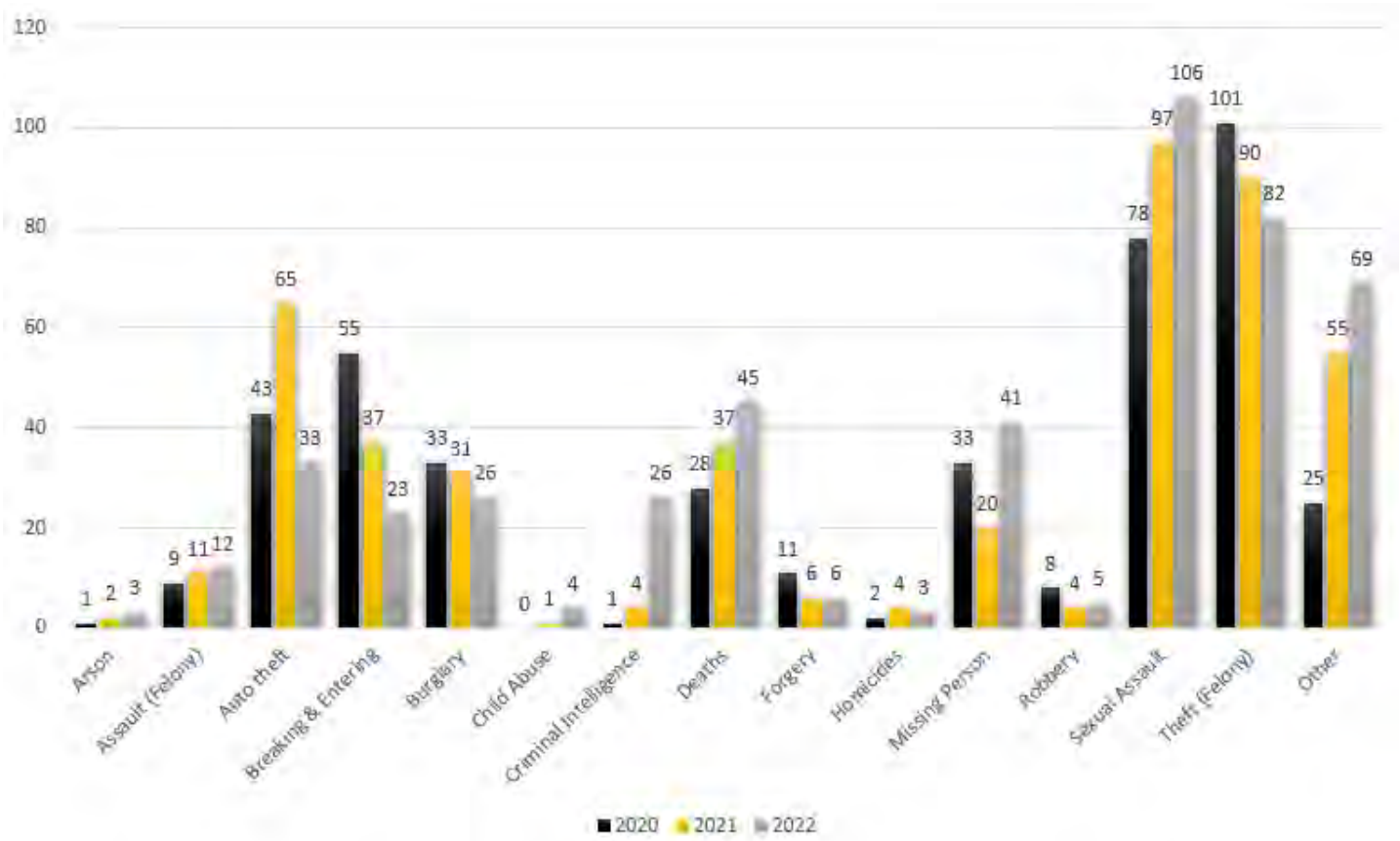


88 - Number of Cases Assigned to the Investigative Bureau in Canal Winchester

Investigation Bureau Statistics



Three-Year Comparison of Major Crimes



Data Above: Comparison of Major Crimes in Fairfield County from 2020 - 2022.

Community Response Unit

“The Community Response Unit is responsible for overseeing, planning and coordinating all public relation events for the Sheriff’s Office.”

Community Response Unit Responsibilities

The Community Response Unit is responsible for overseeing, planning and coordinating all public relations events for the Sheriff’s Office. Other responsibilities include Community Watch, Neighborhood Watch Programs, Community Policing, and Public Education in Safety. The Community Response Unit also attends the County Fair and other Festivals, sets up displays at job fairs and recruitment events, coordinates activities with special interest groups, and implements community oriented programs in the county.

113

Number of Community
Response Unit Events &
Programs Attended in
2022



Community Response Unit : Sergeant TJ Strawn (left), Deputy Tiffany Hedrick (center), Deputy David Maple (right).

2022 Community Response Unit Highlights

In May of 2022, the Community Response Unit, expanded from one to three personnel. Between May - December 2022 the Community Response Unit lead or participated in Community events held throughout the year such as threat assessments, self-defense, CREST (Civilian Response to an Active Aggressor), ALICE (School Active Shooter Response), senior scams, fairs, festivals, community outreach events and parades. Programs included:

- 13 Active Aggressor Trainings
- 3 Senior Scam Presentations
- 5 Self-defense Classes
- 3 Threat Assessments
- 25 Speed surveys throughout the county and several citizens’ complaints
- 97 village area checks

Fairfield County Sheriff's Office Community Engagement



Fairfield County Fair: We were honored with a surprise visit from Governor Mike DeWine, who stopped by the Sheriff's Office tent at the Fairfield County Fair. (October 2022)



Lancaster 4th of July Parade: The Sheriff's Office celebrated Independence Day with community parades. (July 2022)



Law Enforcement Memorial Service: An important and solemn annual service recognizing those Deputies, Police Officers, and Troopers who made the ultimate sacrifice in service to our community. (May 2022)



Marine Corps Reserves Toys for Tots Drive: The Sheriff's Office Community Response Unit was honored to participate with the Marine Corps Reserves in a Toys for Tots drive. (July 2022)



Hooks and Bobbers: The Sheriff's Office School Resource Deputies, Community Response Unit, Lancaster Parks & Recreation, and ODNR, partnered together to hold a youth fishing derby at Alley Park. (June 2022)



Harvest Celebration: Deputy Webb and K9 Deputy Rafa attended the Harvest Celebration at the historic Smeck Farm Park where attendees could meet Sheriff's Office deputies. (September 2022)



Fairfield County Sheriff's Office Community Engagement



Community Watch Appreciation Picnic: Community Watch members were recognized for their years of dedicated service to the Fairfield County community. (September 2022)



Self Defense Trainings: The Community Response Unit conducted self-defense trainings at the Pickerington Senior Center. This is a critical component in the senior safety and awareness series. (October 2022)



Angel Giving Tree: Fairfield County Sheriff's Office SWAT Team assisted the Salvation Army with "Angel Giving Tree" distributing gifts to 400 families throughout Fairfield County. (December 2022)



Lancaster Winter Wonderland Parade: The Sheriff's Office Honor Guard and support crew attended the Lancaster Winter Wonderland Parade. (November 2022)



Miller Pool Teen Night: Over 500 Fairfield County teens attended Miller Pool Night chaperoned by Fairfield County Sheriff's Office School Resource Deputies Myers, Busby, Feasel, Peck, Whitaker and Special Duty Coordinator, Sandra Hackmann. (June 2022)



Community Response Unit: Community Response Unit Deputies Hedrick and Maple, made a bench at Fairfield Center for Disabilities and Cerebral Palsy for United Way Day. (September 2022)



Fairfield County Sheriff's Office Community Engagement



Memorial Day Events: The Sheriff's Office participated in several events for Memorial Day including the "Band of Brothers" wreath ceremony, and parades in Bremen, Lithopolis, Lancaster, and Pleasantville. (May 2022)



Earth Day/Arbor Day Celebration: Deputy Hummel, Sheriff's Office Litter Enforcement, shared information about conservation and preservation of our valuable resources. (April 2022)



Millersport Sweet Corn Festival: First responders attended the 75th Millersport Sweet Corn Festival. (August 2022)



InspiHER Girls Leadership Retreat: The Sheriff's Office was a proud partner of this event. Deputies shared their knowledge of situational awareness and basic self-defense. (April 2022)



Hank Kabel Sarcoma Awareness 5K Walk/Run: Supporting the Hank Kabel Sarcoma Foundation to raise awareness for canine cancer research. (July 2022)



Shop with a Cop: Deputies and students of Lancaster High School raised money for students in need and purchased gifts for Christmas. (December 2022)



School Resource Officers



School Resource Officers (SRO's) are responsible for providing security for their respective districts. SRO's are also required to work several events throughout the school year, such as extracurricular activities (sporting events, dances, etc.) SRO's are also responsible for planning summer events for youth in the county.

School Resource Officers

The Sheriff's Office provides School Resource Officers to five different school districts in the county.

Lancaster School District:



- Deputy Kristy Peck - General Sherman Junior High School



- Deputy Brandin Peters - Thomas Ewing Junior High School



- Deputy Jennifer Stavroff-Whitaker - Lancaster High School

Pickerington School District:



- Deputy Tabitha Stephens - Lakeview Junior High School



- Deputy Michael Busby - Pickerington North High School

Canal Winchester School District:

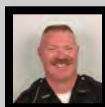


- Deputy Mike Myers

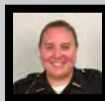
Fairfield Union School District:



- Deputy Jeff Dixon - Pleasantville Elementary School



- Deputy Paul Robberts - Bremen Elementary School



- Deputy Anna Feasel - Fairfield Union High School

Bloom Carroll School District:



- Deputy Mark Bennington

Community Watch & Special Deputies



Photo on left:
*Community Watch
Appreciation Picnic
Celebrating
Community Watch
members and their
commitment to
serve our
community.*

2022 Community Watch & Special Deputies Volunteer Hours

2022 Community Watch Numbers:

- 35 Active Members
- 2,360.25 Total Volunteer Hours for the Year
 - 1,734 Cruiser Hours
 - 289.75 Office Hours
 - 336.5 Public Events Hours

2022 Special Deputies (Auxiliary Numbers):

- 21 Auxiliary Deputies
- 1,552 Hours Donated by Volunteer Deputies

Community Watch Program Overview

The Community Watch Program started in the fall of 2007 and is comprised of volunteers from neighborhoods that have decided to ensure the safety of their community by forming a partnership with the Fairfield County Sheriff's Office. Volunteers wear clothing that proudly display to any potential criminal that they are the eyes and ears of law enforcement within this community.

Each volunteer receives training, a uniform, and guidance from the Fairfield County Sheriff's Office to ensure that this program succeeds in helping eliminate crime from your neighborhoods. Each volunteer is supervised by a sworn law enforcement liaison officer who monitors the performance of patrols under his jurisdiction.

Community Watch Program Responsibilities

- Patrol designated areas and observe suspicious occurrences, people or objects, and check closed buildings upon request
- Perform routine house checks, when requested, and report any unusual occurrences
- Contact the Sheriff's Office upon observation of any suspicious vehicle or person

Litter Enforcement

2022 Litter Enforcement Statistics

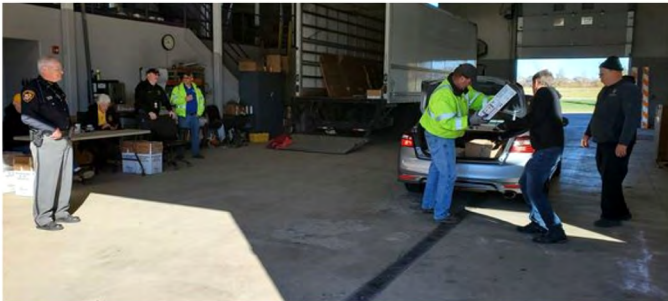
2022 Litter Statistics Summary:

- **98:** Number of Litter Complaints Received
- **92:** Number of Litter Complaints Investigated
- **45:** Number of Litter Warnings Issued
- **9:** Number of Illegal Dumping Charges Filed
- **28:** Number of Insecure Load Warnings
- **105:** Number of Traffic Stops
- **25:** Number of Insecure Loads

Deputy Hummel is assigned the duties of enforcing litter violations within the county. He investigates illegal dumping and other refuse related issues. This position is partially funded by the Coshocton, Licking, Fairfield, and Perry (CFLP) Solid Waste District.



Fall 2022 National Take Back Initiative



65.1 lbs.

Total Medication Collected
on DEA Drug
Take Back Day

DEA Drug Take Back Day Stats

On October 29, 2022, Fairfield County Sheriff's Office, Violet Township and Fairfield Soil & Water Conservation District partnered together and hosted a drug collection event for DEA National Rx Take Back Day and an electronics recycling event. Diley Ridge collected **48.9 lbs.** of unneeded medication and Violet Township collected **21.8 lbs.** of unneeded medication. There were also **1,037 lbs.** of electronics collected to be recycled.

Property Room



In 2022 there were approximately 3,393 items submitted to the Property Room for evidence, safe keeping, or destruction related to 905 cases. A total of 269 of these cases were submitted to the State Labs for drug analysis, alcohol levels, DNA profiling, and fingerprint comparisons.

A large number of drugs and guns were destroyed through Court Orders and Adjudication of cases based on the investigations carried out by members of the Fairfield County Sheriff's Office.

3,393

Approximate Number of
Items Submitted to the
Property Room

2022 Drone Stats

2022 Drone Missions

The Fairfield County Sheriff's Office Drone Team consists of **7** F.A.A. Certified Pilots with **4** additional personnel working towards certification. In 2022, the Sheriff's Office deployed 3 drones as part of the program. One drone is based out of the Violet Township Substation and the other two are based out of the Lincoln Avenue Main Facility.

The Drone Team flew **17** missions for a total of **843,715** feet, or about **159** miles, with a total flight time of **44** hours and **25** minutes. The missions consisted of search & rescue flights, assisting area Fire Departments on fire scenes, flying storm damaged areas for Fairfield County E.M.A., overwatch at Fairs & Festivals, as well as overwatch and support for the SWAT Team.



Photo Above: A photo taken by the Fairfield County Sheriff's Office Drone Team showing storm damaged areas in the county.

Communications Bureau

The Communications Bureau is the heart and nerve center of the Fairfield County Sheriff's Office. The bureau plays an essential role with ensuring operations run smoothly.

31,000

Number of 911 Emergency
Calls Answered by
Dispatchers in 2022

Communications Bureau Staff

The Communications Bureau consists of:

- 1 Supervisor
- 15 Full-time Telecommunicators

75,000

Number of Non-Emergency
Calls Answered by
Dispatchers in 2022



Communications Bureau Information

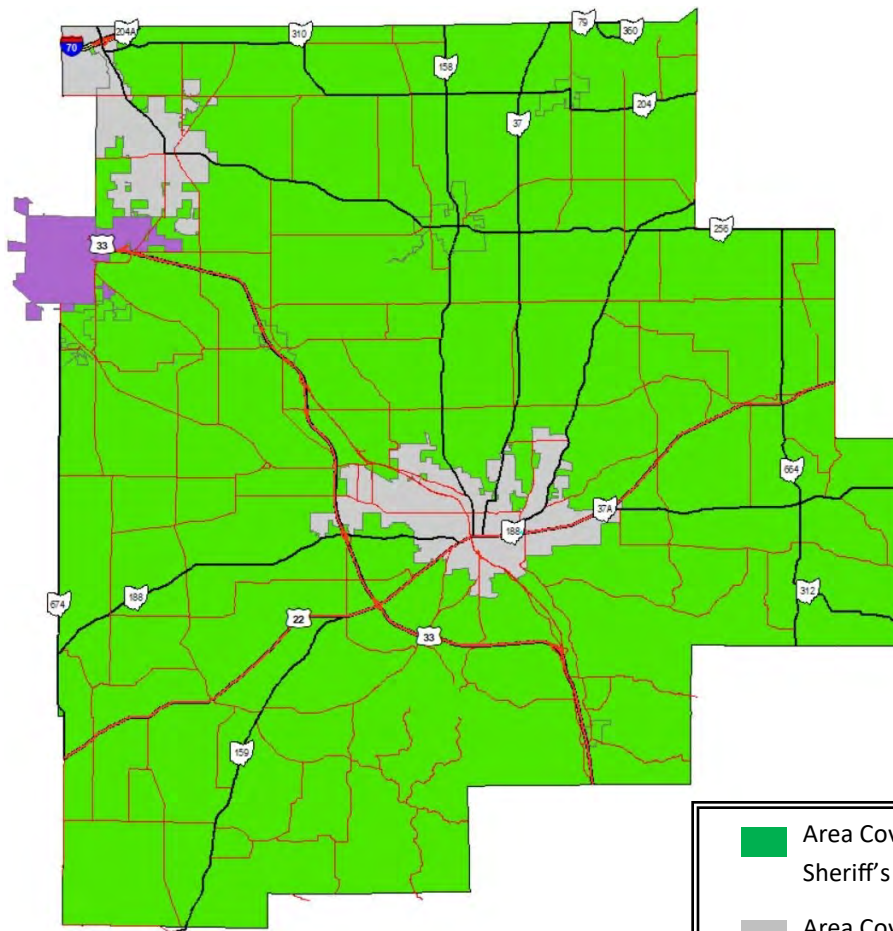
The Sheriff's Office Communications Bureau dispatches for the Sheriff's Office, five village police departments, and eleven Fire/EMS Departments. Dispatchers utilize a Computer-Aided Dispatch (CAD) system as well as multiple radio towers.



They are all Association of Public-Safety Communication Officials (APCO) Certified and are trained as Emergency Medical Dispatchers (EMD) that provide life-saving instruction.

Every telecommunicator is required to complete 24 hours of continuing education as well as state mandated training yearly. They must recertify in APCO, EMD, and Law Enforcement Automated Data System (LEADS) security training biannually.

The Sheriff's Office dispatchers are the first ones on the scene; they are the "calm voice in the dark night" who are rarely seen. They are the "golden glue that holds it all together".

Map of Fairfield County Ohio Sheriff's Response Area



-  Area Covered by Fairfield County Sheriff's Office
-  Area Covered by Lancaster or Pickerington Police Departments*
-  Canal Winchester - Contracts with Fairfield County Sheriff's Office for Police Services

*Note the Fairfield County Sheriff's Office assists the Lancaster and Pickerington Police Departments when requested

Communications Bureau

LEADS & NCIC Inquires

In addition to the thousands of daily inquires made, in 2022 there were:

- 2,825 warrants entered/modified/cancelled
- 3,008 CCW permits entered/modified
- 1,873 protection orders entered/modified/cancelled



Photo Above: Fairfield County Sheriff's Office Communications Dispatcher, Kevin Roby, shared information with Amanda Elementary Pre-K students explaining how 911 works and how to use it in an emergency. (November 2022)

LEADS & NCIC

The Fairfield County Communications Center utilizes the Law Enforcement Automated Data System (LEADS) on the State level and the National Crime Information Center (NCIC) on the federal level to perform our daily functions.

The main purpose of these systems is officer safety, which, along with citizen safety, is our top priority.

Dispatchers can access information from all 50 states as well as Canada and Mexico.

Information from these systems can be accessed instantly to aid officers and deputies in performing their duties.

There are thousands of LEADS/NCIC inquiries and entries made daily by our communications teams and access to these resources is critical.

There are many security policies, rules, and regulations that every law enforcement agency must adhere to in order to ensure the integrity of the confidential information that is available through these systems.

The Fairfield County Sheriff's Office has been consistently rated very high during audits of our use of the system. The citizens of Fairfield County can be confident that we are doing everything in our power to maintain the integrity of their personal information.

LEADS & NCIC Database

Among other things, the LEADS and NCIC offer a database of the following information:

- Driving records
- Vehicle information
- Concealed Carry Permits
- Missing persons/juveniles
- Stolen vehicles
- Guns
- Articles
- Criminal histories
- Protection orders
- Wanted persons records

Civil & Fiscal Unit



Civil & Fiscal Unit
Supervisor:
Elisa Dowdy

Elisa Dowdy has been a member of the Fairfield County Sheriff's Office since 2001.

In 2005 she was promoted to Civil Supervisor and in 2015 & 2021 she was Civilian of the Year.

Ms. Dowdy has a Bachelor's Degree in Communications from Purdue University and is a lifelong resident of Fairfield County.

Civil & Fiscal Unit Responsibilities

The Civil and Fiscal Unit includes Civil Services, Fiscal Services, and Human Resources.

The Civil area oversees court process for service which can include summons, subpoenas, protection orders, and other court documents that require service by deputies or certified mail.

The Civil area also includes Records which is responsible for all Incident and Accident reports taken, civilian background checks, civilian fingerprinting, requests for reports, and maintaining arrest records.

Vacation checks are another responsibility of this area. This program is free to the residents of Fairfield County who live outside city limits.

The Fiscal area includes accounts payable and receivable, payroll processing, Human Resources, budget preparation and forecasting, managing grants and special funds, sheriff sales, and fulfilling various public records requests, including personnel files, body cam video, etc.



Sheriff Sales

The Sheriff's Office/Civil Unit serves as an uninterested party in the process of arranging for appraisals, setting a sale date and advertising. Money received for the sales are distributed as ordered by the court.

Human Resources

Human Resources is responsible for maintaining the personnel files for all employees in the Sheriff's Office, working with County HR on worker's comp claims and family medical leave requests, status changes for employees, including promotions, pay increases, address changes, etc., and coordinating the filing of payroll and benefit information for all employees.

Civil & Fiscal Unit Statistics

Fingerprinting

	2020	2021	2022
Webcheck BCI/I or FBI	1,128	1,201	1,107
Webcheck BCI/I and FBI	1,000	996	996
Webcheck/Law Enforcement (no charge)	137	199	188
Manual/Card (approx.)	433	318	436
Total*	2,698	2,714	2,727
% Difference from prior year	-27%	+1%	+0.5%

Data Above: Number of fingerprints processed over the last three years. The Webcheck stats do not include fingerprints completed for Concealed Carry.

2022 Yearly Stats



2,727: Fingerprints*

*Does not include Concealed Carry fingerprints



860: Accident Reports Issued



4,683: Incident Reports Issued**



5,552: Service Papers

**Reports issued include report numbers issued by Dispatch where a report number is issued in error. This number will vary from actual accident reports fully processed.

Reports

		2020	2021	2022
Accident Reports	Non-Injury	459	623	657
	Injury/Death	144	198	203
	Total	603	821	860
	% Diff. from prior year	-30%	+36%	+5%
Reports Issued **	Incident	4,353	4,930	4,683
	Accident	638	838	860
	Total	4,991	5,768	5,543
	% Diff from prior year	-9.7%	+16%	-4%

Data Above: The number of Accident and Incident reports over the last three years.

Service Papers

		2020	2021	2022
Service Papers	Total	3,493	4,558	5,552
	% Diff from prior year	-38%	+30%	+22%

Data Above: Number and percent of service papers processed over the last three years.

Civil & Fiscal Unit Statistics

Sheriff Sales, Writs of Executions & Writs of Possession

		2020	2021	2022
Sheriff Sale	Total	96	75	81
	% Diff from prior year	-47%	-22%	+8%
Writs of Executions	Total	7	5	7
	% Diff from prior year	-22%	-29%	+40%
Writs of Possession	Total	14	11	8
	% Diff from prior year	-68%	-21%	-27%

Data Above: Comparison of the number of Sheriff Sales, Executions, and Writs of Possession over the last three years.

Concealed Carry

	2020	2021	2022
# License Issued	629	562	202
% Diff. from prior year	+33%	-11%	-64%
# License Renewed	1279	1768	937
% Diff. from prior year	-6%	+38%	-47%
# License Suspended	9	9	4
# License Revoked	7	6	4
# Applications Denied	19	25	13
# Licensed Proc. Susp.	1	30	4
# Replaced	124	87	50
# Temp. Emergency Issued	4	0	0
% Diff. from prior year	+75%	-100%	=
# Temp. Emergency Susp.	0	0	0
# Temp. Emergency Revoked	0	0	0
# Temp. Emergency Denied	0	0	0

Data Above: Comparison of Concealed Carry licenses issued, renewed and temporary licenses issued over the last four years.

2022 Yearly Stats



81: Sheriff Sales



7: Writs of Executions



8: Writs of Possession



915: Requests for Body Camera Video



Concealed Carry

202: Licenses Issued

937: Licenses Renewed

2022 Concealed Carry Overview

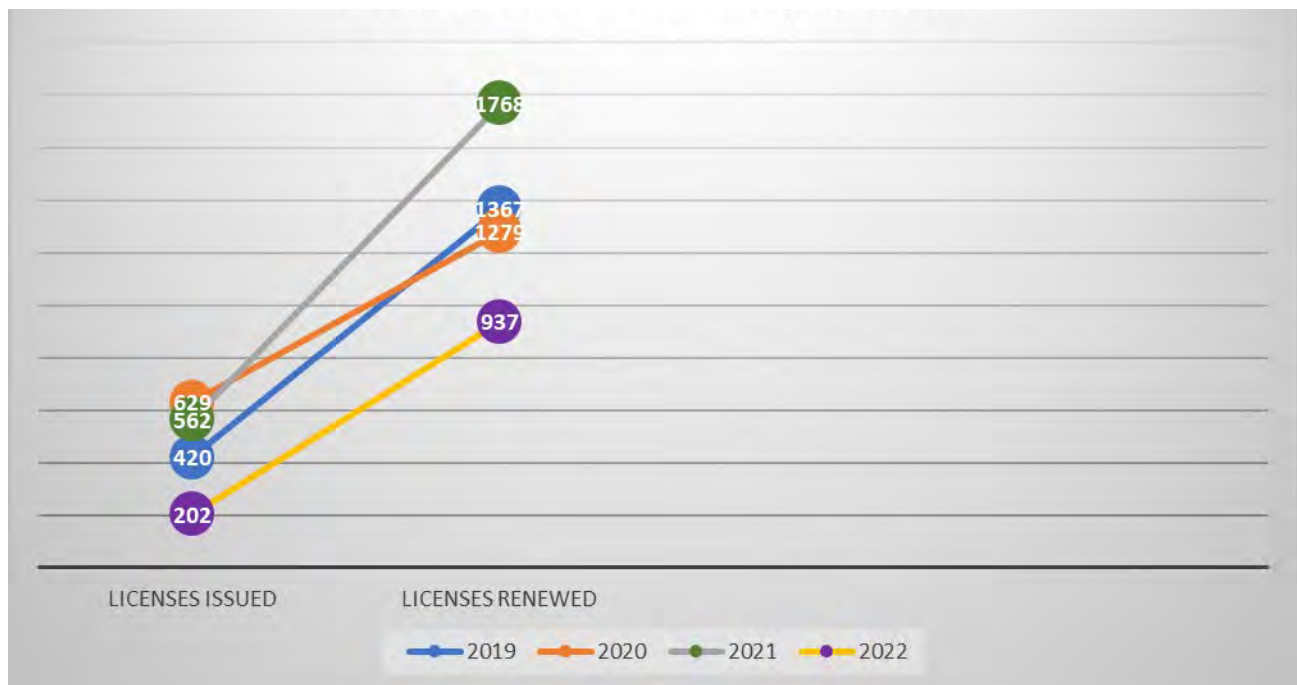


The Fairfield County Sheriff's Office Concealed Carry Office provides licensing services for Ohio Concealed Carry Licensing. The Ohio Constitutional Carry that went into effect June 13, 2022 was a large factor affecting the 2022 Concealed Carry License applications and statistics. Individuals must educate themselves on the benefits of continuing to be a licensed Concealed Carry holder verses Constitutional Carry. Some of the benefits to retaining an Ohio Concealed Carry License include: being able to

carry concealed in your vehicle (2923.16), carrying concealed outside of the state of Ohio to reciprocal states, and purchasing a firearm without a NICS check using your Ohio Concealed Carry License at participating firearms vendors.

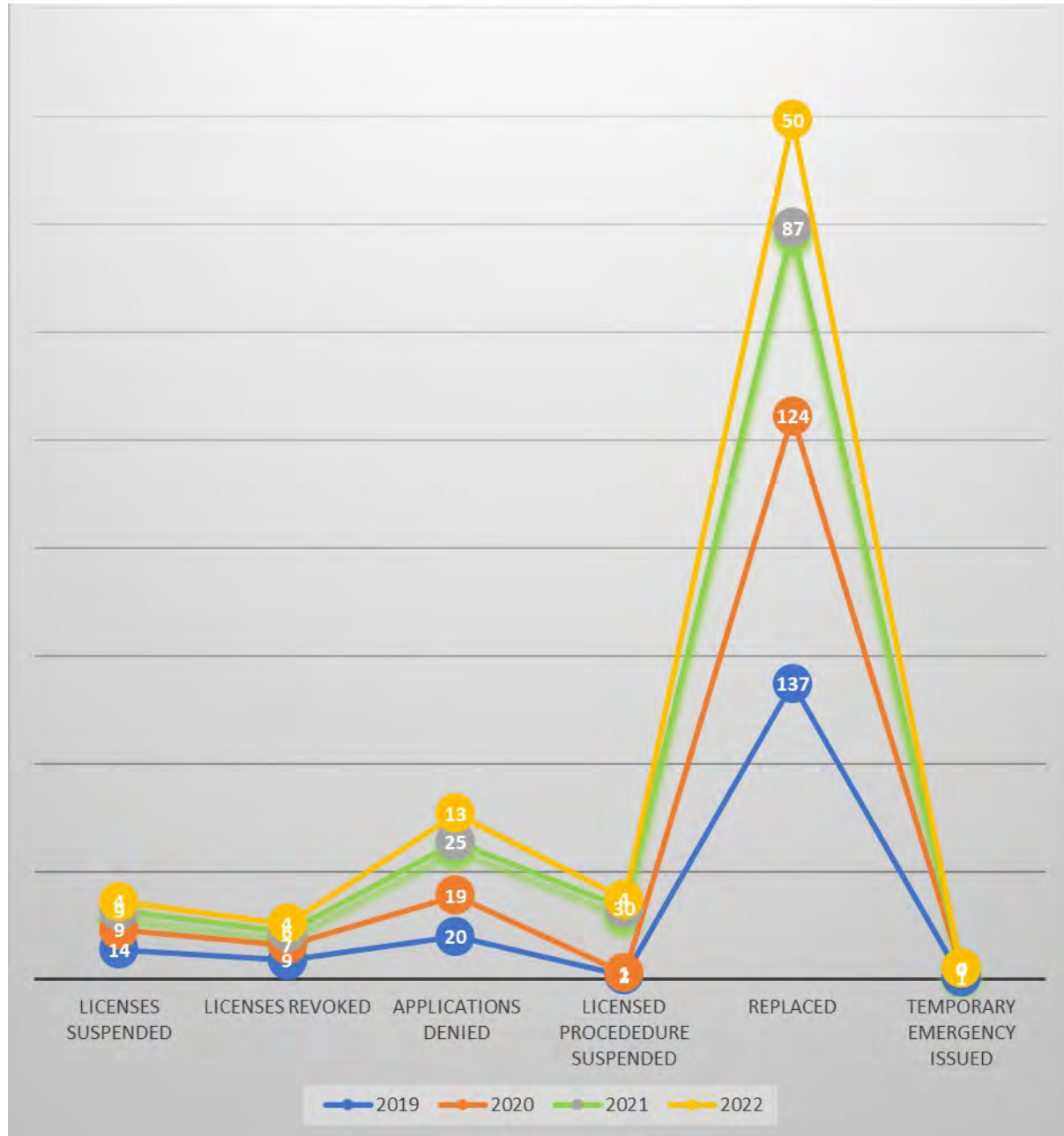
The office has not wavered on the integrity of the background investigative process for each applicant to verify they meet all required state and federal law qualifications as required in ORC 2923.125.

Issued Concealed Carry Licenses



Graph Above: The number of Concealed Carry Licenses issued and renewed over the last four years.

Concealed Carry: Suspended, Revoked & Denied Licenses



Graph Above: 2021 had an unusual number of licenses where the processing had to be suspended. This was due to Ohio's Bureau of Criminal Investigation and Identification (BCII) overhauling their Criminal History servers and programs to upgrade to the Ohio Biometric Identification System (OBIS) which they utilize in the processing of electronic fingerprints. This rollout required some processes to have extensive delays which caused some applicants to exceed the 45 days allotted for the Concealed Carry Processing of an application. In those cases, the process got suspended until the full background was received.

Civil & Fiscal Unit

2022 Money Generated in Civil & Fiscal Unit

Month	Fingerprints	Sheriff Sales	Service Fees	Copies/Local Background Checks	Concealed Carry	Total for the Month
January	\$ 8,000.00	\$ 68,602.00	\$ 7,089.42	\$ 344.10	\$ 4,654.00	\$ 88,689.52
February	\$ 7,220.00	\$ 377,872.15	\$ 8,395.36	\$ 418.95	\$ 4,621.25	\$ 398,527.71
March	\$ 6,980.00	\$ 106,142.80	\$ 7,820.77	\$ 267.85	\$ 10,699.50	\$ 131,910.92
April	\$ 9,055.00	\$ 48,087.50	\$ 9,108.04	\$ 211.90	\$ 4,802.00	\$ 71,264.44
May	\$ 7,505.00	\$ 218,158.10	\$ 10,429.75	\$ 248.65	\$ 4,641.25	\$ 240,982.75
June	\$ 6,790.00	\$ 79,818.65	\$ 2,591.23	\$ 508.78	\$ 3,769.25	\$ 93,477.91
July	\$ 7,905.00	\$ 135,580.36	\$ 5,747.82	\$ 256.45	\$ 3,182.50	\$ 152,672.13
August	\$ 10,945.00	\$ 8,376.52	\$ 5,922.92	\$ 388.67	\$ 3,723.25	\$ 29,356.36
September	\$ 9,615.00	\$ 35,052.00	\$ 2,863.00	\$ 221.80	\$ 2,962.00	\$ 50,713.80
October	\$ 6,105.00	\$ 121,365.10	\$ 2,406.49	\$ 142.95	\$ 2,252.00	\$ 132,271.54
November	\$ 7,010.00	\$ 84,998.70	\$ 6,089.70	\$ 238.50	\$ 3,883.25	\$ 102,220.15
December	\$ 6,395.00	\$ 8,309.37	\$ 9,119.09	\$ 509.60	\$ 3,669.25	\$ 28,002.31
Total for Year	\$ 93,525.00	\$ 1,292,363.25	\$ 77,583.59	\$ 3,758.20	\$ 52,859.50	\$ 1,520,089.54

2022 Excess Revenue Paid Back to the General Fund

Month	Fingerprints	Impounds	Sheriff Sales	Service Fees	Copies/Local Background Checks	Concealed Carry	Total for the Month
January	\$ 2,177.25	\$ -	\$ 50.00	\$ 7,089.42	\$ 344.10	\$ 3,454.00	\$ 13,114.77
February	\$ 2,149.25	\$ -	\$ 460.50	\$ 8,395.36	\$ 418.95	\$ 2,941.75	\$ 14,365.81
March	\$ 196.75	\$ -	\$ 1,151.00	\$ 7,820.77	\$ 267.85	\$ 7,434.00	\$ 16,870.37
April	\$ 2,339.50	\$ -	\$ 7,825.50	\$ 9,108.04	\$ 211.90	\$ 2,924.00	\$ 22,408.94
May	\$ 2,286.75	\$ -	\$ 1,481.00	\$ 10,429.75	\$ 248.65	\$ 3,310.00	\$ 17,756.15
June	\$ 894.00	\$ -	\$ 3,459.50	\$ 2,591.23	\$ 508.78	\$ 2,677.25	\$ 10,130.76
July	\$ 1,123.50	\$ -	\$ 133.00	\$ 5,747.82	\$ 256.45	\$ 1,996.75	\$ 9,257.52
August	\$ 2,781.00	\$ -	\$ 100.00	\$ 5,922.92	\$ 388.67	\$ 2,631.25	\$ 11,823.84
September	\$ 3,077.75	\$ -	\$ 6,720.50	\$ 2,863.00	\$ 221.80	\$ 2,053.00	\$ 14,936.05
October	\$ 1,123.75	\$ -	\$ 499.00	\$ 2,406.49	\$ 142.95	\$ 1,478.00	\$ 5,650.19
November	\$ 1,477.25	\$ -	\$ 204.00	\$ 6,089.70	\$ 238.50	\$ 2,716.25	\$ 10,725.70
December	\$ 1,292.50	\$ -	\$ 2,688.50	\$ 9,119.09	\$ 509.60	\$ 2,377.00	\$ 15,986.69
Total for Year	\$ 20,919.25	\$ -	\$ 24,772.50	\$ 77,583.59	\$ 3,758.20	\$ 35,993.25	\$ 163,026.79

Civil & Fiscal Unit

2022 Fingerprinting & Local Background Check Data

Fingerprinting on Webcheck	Type of Fingerprints	Number Processed	Amount
	BCI or FBI only	1,107	\$38,745.00
	BCI and FBI	996	\$54,780.00
	Law Enforcement	177	-
	Total Number of Fingerprints	2,280	\$93,525.00

Paid Manual Fingerprints		436	\$2,180.00
Paid Local Background Checks		112	\$560.00
	Total of Manual Prints and Local Background Checks		\$2,740.00

Data Above: The Civil Bureau can scan electronic fingerprints or take manual fingerprints on manual print cards. Electronic fingerprints are submitted to the Bureau of Criminal Investigation through WebCheck. The Fairfield County Sheriff's Office also does Local Background Checks which is a document that shows if a person has a criminal record in the Fairfield County Jail.



2018 - 2022 Crime Statistics

Uniform Crime Index

	2018	2019	2020	2021	2022
Murder	2	1	2	1	3
Rape	22	23	21	23	44
Robbery	10	16	8	8	10
Aggravated Assault	9	8	28	2	12
Burglary	242	174	127	105	124
Theft/Larceny	1,133	1,040	939	924	912
Vehicle Theft	33	56	44	22	21
Arson	5	1	1	1	0
TOTALS	1,456	1,318	1,170	1,086	1,128
% INCREASE/DECREASE	3.57%	-9%	-11%	-7%	4%

Graph Above: The following statistics were gathered from the Reports Management System (RMS). This system is an incident-based report program by ID Networks which can collect data on each single crime occurrence giving detailed information on a crime with data collected from the reports entered by our deputies into the RMS. Statistics from this section may vary from previous Fiscal Reports due to the change in computer programs, law changes, procedure changes, how deputies enter reports, and method used to obtain specific statistics.



2022 Personnel Costs

For Personnel Paid from the Sheriff's General Fund Budget

		<u>2020</u>	<u>2021</u>	<u>2022</u>
Salary Total		\$7,164,052	\$7,579,816	\$7,910,054
Overtime		\$1,086,243	\$1,143,346	\$1,420,363
Benefits				
	PERS	\$1,379,457	\$1,427,213	\$1,525,243
	Unemployment	\$1,950	\$168	-
	Health Insurance	\$1,944,431	\$1,809,130	\$1,898,974
	EAP	\$407	\$469	\$275
	Worker's Comp	\$123,919	\$132,605	\$56,229
	Medicare	\$114,577	\$121,516	\$130,766
	Life Insurance	\$5,620	\$5,437	\$4,434
Benefit Total		\$3,570,361	\$3,496,538	\$3,615,921
GRAND TOTAL FOR ALL		\$11,820,656	\$12,219,700	\$12,946,338



2020 - 2022 Financial Statement

Expenditures	2020	2021	2022
<u>GENERAL FUND</u>			
MAIN SHERIFF'S OFFICE			
Personnel Services	\$ 11,820,656	\$ 12,219,700	\$ 12,946,338
Other Disbursements	\$ 2,623,236	\$ 3,037,884	\$ 3,151,496
Total Expenditures	\$ 14,443,892	\$ 15,257,584	\$ 16,097,834
TOTAL GENERAL FUND ACTIVITY			
Total Appropriations & Carryover	\$ 15,347,219	\$ 16,094,569	\$ 17,000,549
Total Disbursements	\$ 14,443,892	\$ 15,257,584	\$ 16,097,834
Encumbrances	\$ 673,443	\$ 132,768	\$ 335,819
Difference from General Fund	\$ 229,884	\$ 704,217	\$ 566,896
<u>OTHER FUNDS</u>			
ROAD & BRIDGE / WEIGHTS & SCALES			
Personnel Services	\$ 104,883	\$ 105,085	\$ 105,816
Other Disbursements	\$ -	\$ -	\$ 846
Total Expenditures	\$ 104,883	\$ 105,085	\$ 106,661
C.F.L.P. Litter Enforcement Fund			
Personnel Services	\$ 84,842	\$ 66,818	\$ 77,595
Other Disbursements	\$ 19,742	\$ 15,430	\$ 6,628
Total Expenditures	\$ 104,583	\$ 82,248	\$ 84,223
Village Policing Contract Funds			
Personnel Services	\$ 1,829,485	\$ 1,820,021	\$ 2,029,868
Other Disbursements	\$ 81,924	\$ 73,877	\$ 84,021
Total Expenditures	\$ 1,911,408	\$ 1,893,898	\$ 2,113,889
TOTAL OTHER FUNDING ACTIVITY			
Total Appropriations & Carryover	\$ 2,305,099	\$ 2,062,132	\$ 2,382,986
Total Disbursements	\$ 2,120,875	\$ 2,081,231	\$ 2,304,773
Difference From Available Funding	\$ 184,224	\$ (19,099)	\$ 78,213
COMBINED GENERAL & OTHER FUND ACTIVITY			
Total Appropriations & Carryover	\$ 17,652,318	\$ 18,156,701	\$ 19,383,535
Total Disbursements	\$ 16,564,767	\$ 17,338,815	\$ 18,402,608
Encumbrances from GF	\$ 673,443	\$ 132,768	\$ 335,819
Difference From Available Funding	\$ 414,108	\$ 685,118	\$ 645,109

Special Weapons and Tactics (SWAT)



The Sheriff's Office Special Weapons and Tactics (SWAT) team was formed in an effort to enhance the Sheriff's Office ability to quickly respond to dangerous and unusual situations. The unit is responsible for the service of high-risk narcotics warrants, high-risk search warrants, hostage and barricade situations, and other high risk or unusual law enforcement related functions.

SWAT Compliment

- 1 Team Commander
- 1 Assistant Team Commander
- 4 Team Leaders
- 2 Assistant Team Leaders
- 25 Total SWAT Operators
- 16 Fairfield County Deputies
- 6 Pickerington Police Officers
- 3 Fairfield Medical Center Police Officers
- 2 K-9 Deputies
- 3 Violet Township Medics
- 1 Doctor
- 9 Negotiators

15

SWAT Missions
were recorded
in 2022

2022 SWAT Missions

- 15 missions were recorded in 2022:
 - 9 Warrant Service
 - 3 Barricades
 - 2 Missing Persons
 - 1 Manhunt
 - 1 Suicidal Person
 - 1 Arrest Warrant
 - 1 Warrant Round-Up

Search warrants included **3** from the Investigation Bureau, **2** were Federal search warrants from the Drug Enforcement Administration and the other stemmed from the manhunt.

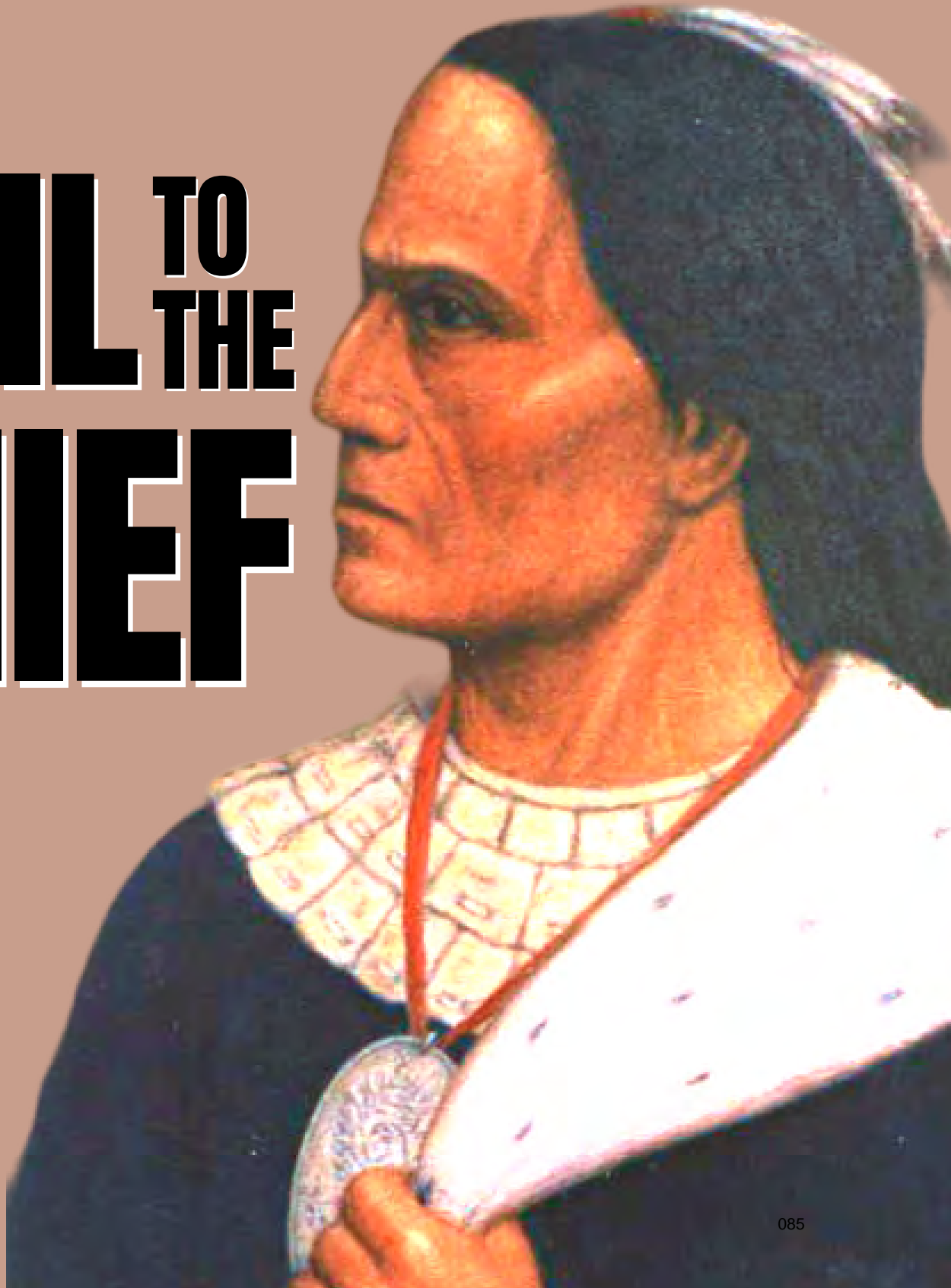
SWAT responded to **3** barricades stemmed from domestic violence calls, and with the help of Hostage Negotiation Teams, hostages in both incidents were released and resulted in peaceful surrender from the suspects. The third was a vehicle barricade that stemmed from shots fired at Fairfield County Sheriff's Office deputies. The suspect in this incident died from a self-inflicted gunshot.

Other missions included an arrest warrant that scored high on the threat assessment and was determined that SWAT would serve it. This was a domestic violence/kidnapping warrant through Hocking County.

SWAT assisted with two missing /endangered persons. One was a suicidal person and the other was for a wanted felon who was avoiding arrest.

FAIRFIELD COUNTY
HERITAGE QUARTERLY

**HAIL TO THE
CHIEF**



President's message

Our County History Room Project is well underway. The exhibit cases were built and installed in the lower level of The Georgian by Troy Shurtz and his team from Creative Cabinets. All the electrical work was donated by Claypool Electric. As part of the History Room exhibits, we are gathering photos and ancestral stories for our Faces of Fairfield County exhibit. This display of the Faces of Fairfield County will be at the Fairfield County District Library Main Branch August through



September 2023. If you want to share portraits or photos of your early Fairfield County ancestors and be a part of the exhibit, contact the Heritage office. In addition, the History Room will feature iPads with videos purchased with a grant from South

Central Power. We are also awaiting word from a grant proposal to add some interactive exhibits and graphics to help tell the stories of our county's history. Our goal is to open the rooms to the public in July with an opening ceremony attended by Senator Tim Schaffer who helped us through the funding process as part of the Ohio Capital Budget. This is a very exciting project for the FCHA and the final results will be great! A big thank you to the FCHA staff for their work on seeing this project through. Thanks Wendy, Mike, and Debbie!!

One other improvement that we are making in the lower level of the Georgian is the installation of a permanent iron railing around the dry well. The railing will improve the "safety" for our visitors when they are viewing the dry well. The railing design was based upon the iron railing that was in front of the Effinger House that sat on the downtown square in Lancaster. The Effinger house was razed in 1929 for the construction of the Lancaster Hotel building. Based upon architectural drawings and photos of the fence, we were able to base the design of our "new" dry well railing. Interesting enough, after viewing some photos of the iron railing on the roof of the Georgian's widows walk, the same design was used for this railing. It seems all things come together!! A thank you to Skiddzz Welding and Ironworks, LLC from Carroll, OH for their work in completing the railing.

- Marc Taylor | FCHA Board President

Executive Director's message

Michael and I celebrated our first year with Fairfield County Heritage Association last month. It was a busy year of learning about FCHA and how all the moving parts worked. The first order of business for me was to take history and fun to the streets. The summer outreach program included a presence at all Destination Downtown Lancaster Saturday Cinemas to reach young children and families. Volunteers joined us in costume, and we had so much fun, we will do it again this summer. We were awarded the DDL Downtown Spirit Award for our outreach efforts as we fulfill our mission to share the rich history of Fairfield County with all people, including our youngest community members.

Attendance and membership were up last year, and the upward progress continues with even more members for 2023. Museum attendance is up just as we are into the first weeks of the 2023 season. FCHA was featured on TV news and in newspaper coverage of the Dineh' Tah Navajo Dancers' visit and the new Sherman statue. We also were invited to share information about Sherman House at the Ohio History Center. Michael and I are working to share our wonderful museums with more visitors through social media and news media. We will be taking the Sherman statue on the road this May. Visit Fairfield County invited us to attend the Ohio Tourism Day at the Ohio Statehouse on May 10 and the General will be coming with us.

Finally, Debbie Henry spent the winter revamping the Square 13 Walking Tour Guide. With assistance from Joyce Harvey, as historical editor, and Kara Mendenhall, as the copyeditor, the guide is ready for the printer. We received a grant from Ohio's Winding Road and matching funds from Visit Fairfield County to print the new and improved guides. Visit Fairfield County will also be adding an audio tour to their phone app to accompany the guide.

This will be a busy and exciting summer at Heritage and we hope to see you at our events you will find listed in the Quarterly.

- Wendy Gregory | FCHA Executive Director





105 East Wheeling Street | Lancaster, Ohio 43130
Phone: (740) 654-9923 Email: office@fairfieldheritage.org
Follow FCHA & museums on Social Media and
on the web at: FairfieldHeritage.com

The office is open Monday through Friday, 9am to 4:30pm.

The Fairfield County Heritage Association is the county historical society. It owns and operates the Sherman House Museum and the Georgian Museum; champions preservation and revitalization; and provides educational programming. Its mission is to connect all people to the rich history of Fairfield County, Ohio.

Wendy Gregory, Executive Director
Michael Johnson, Marketing Director, Quarterly Editor
Debbie Henry, Office Manager
Lis Parrot, Volunteer Coordinator
Dottie Ahern, Office Volunteer

Sherman House Museum
137 E. Main St.
Lancaster, Ohio 43130
Laura Bullock, Director

Georgian Museum
105 E. Wheeling St.
Lancaster, Ohio 43130
Marc Taylor, Director

Both Museums are open Wednesday - Sunday from April to December. Group tours can be scheduled for Tuesdays and Saturdays. Call the office for more information.

FCHA Board of Directors

Executive Committee:

Marc Taylor, President

Candie Ashton, 1st VP | Cindy Smith, 2nd VP
Kara Mendenhall, Secretary | Tina Taley, Treasurer

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Cheryl Bash, Linda Everitt, Mark Friend, Misty Harmon,
Ashley Hughes, Kim Kozar, Ric Leichter, Dee Ann
Leitnaker, Tammy Messbarger-Slicer, McKenzie Taylor

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**The Lancaster Festival will be here soon
and we have a great lineup to share!**

2023 Lancaster Art Walk
Friday, July 21 | 6:00pm - 9:00pm

Georgian
MUSEUM

The Georgian Museum
will host artist
Meredith Martin.

SHERMAN HOUSE
MUSEUM

The Sherman House will
host artist Maggie
Sobataka and sculptor
Bill Boone.

**We also have a special guest that will have
artwork on display at the Sherman House!*

2023 Festival Tea
Tuesday, July 25 | 4:00pm

The 2023 Festival Tea Party will be held on July
25 at the Georgian Museum. Tickets will be
available for purchase for members on June 1.

Georgian Museum | 105 E. Wheeling St



LANCASTER & FESTIVAL



MUSEUM ARTIFACT SPOTLIGHT

Each Quarterly we are going to spotlight an item from each museum.

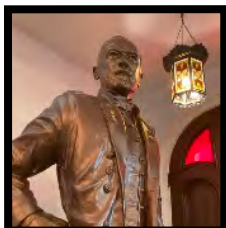
In this issue: wood carvings and a statue of General Sherman.

Elijah Pierce Wood Carvings Georgian Museum

Did you know that the Georgian Museum showcases the work of an internationally awarded artist? Elijah Pierce was the son of a former slave who began carving wood at the age of seven. Pierce would later become a barber in Columbus but still carved in his free time. His carvings represented his life story, religious symbolism, politics, and sports.

In the 1970s he gained international attention and received awards and honors until his passing in 1984.

Thanks to local resident, Phyllis Gilmore, we have many pieces of his work. Gilmore was a collector of Pierce's work and donated her acquisitions to FCHA in early 2000.



Sherman Statue

Sherman House Museum

The newest addition to the Sherman House Museum is an exact replica of the statue that sits in downtown Lancaster. Mike Major, a sculptor from Urbana, Ohio, made both of the pieces around the same time. Unlike the almost 1,000 pound original, this one is made of fiberglass and weighs about 80 pounds.

Major contacted FCHA and asked if we wanted to purchase the replica. Thanks to donations from across the country, including a large contribution from John and Marlene Hays, we were able to raise the funds in one week.

The statue sits at the base of the stairs by the front door and is now a popular spot for selfies. In fact, we have a monthly photo contest for tour-goers. If visitors post a picture of themselves with the statue and include the hashtag #SelfieWithSherman, they have a chance to win a prize from the museum. One winner will be chosen each month.

Lou Varga to screen Sherman documentary at CWRT

Local filmmaker Lou Varga has been involved in media productions for decades. He has produced countless commercials and documentaries. Whether you've seen one of them or not, chances are you have heard his voice. Varga has provided voice-over for multiple projects, including at the Sherman House, Georgian Museum, and Decorative Arts Center.

You will have the opportunity to watch one of his most well-known documentaries, "The Journey that became a March" in May. It will be shown at the Sherman House on May 17 for the monthly Civil War RoundTable. The screening will be followed by a Q&A session with Varga.

Admission cost is only \$5 and is held at the

05/09/2023

Sherman House Museum (137 East Main Street). The program begins at 7:00pm.

You do not need to register for this event, just show up at the museum.

CIVIL WAR **CWRT** ROUNDTABLE

"THE JOURNEY THAT BECAME A MARCH"

Wednesday, May 17 | 7:00 pm

Admission is \$5
Everyone is welcome!


X


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

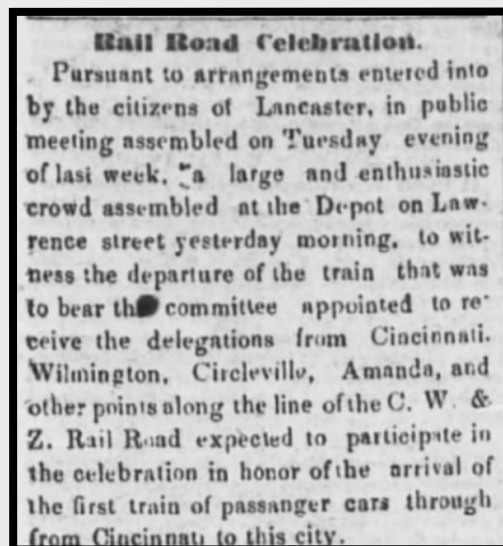
AT THIS TIME IN HISTORY

April 12, 1854 | First Passenger Trains Arrive in Lancaster

On April 12, 1854, residents in Lancaster welcomed the first passenger trains into the city. A committee was selected to board train cars and travel to Circleville to meet delegations from several different cities. Once the delegations were united, they travelled to Lancaster.

A large crowd of Lancasterians gathered to welcome the first passengers to the city. The event was celebrated with music, food, and speeches from several prominent citizens. A toast was also made to the joining of the cities of Cincinnati and Lancaster by rail.

*The clipping to the right is from the Lancaster Gazette - published on April 13, 1854



Shawn Price and the Navajo Dineh' Tah Dancers visit

The Navajo Dineh' Tah Dancers and their director, Shawn Price, visited Lancaster to honor General William T. Sherman. The Navajo hold General Sherman in high esteem for his role in a treaty signed in 1868. Sherman and Colonel Samuel Tappan helped construct a treaty between the Navajo and U.S. government which recognized the sovereignty of the Navajo Nation. It also rescued thousands of natives who had been rounded up between 1863 and 1868 and placed in a reservation. It was called Bosque Redondo and was located in New Mexico. Conditions at the reservation were terrible and thousands of natives lost their lives. The treaty freed the natives and returned them to their

native lands. It is the only time that natives ever received their lands back from the government.

Their visit included a blessing of the Sherman House, a lecture at the Fairfield County District Library by Shawn Price, and a performance at the FCHA Spring Meeting. Gifts were also exchanged between FCHA and the Navajo Dineh' Tah Dancers.

The dancers previously visited the Sherman House in 2018 and hope to return in the future. Price is currently working on writing a book about General Sherman and hopefully it will accompany him on his next visit.



Shawn Price

05/09/2023



The dancers with Wendy Gregory and Michael Johnson.



Dancers performing at the Spring Meeting.

089

Tour of Homes is returning with an exciting, eclectic lineup

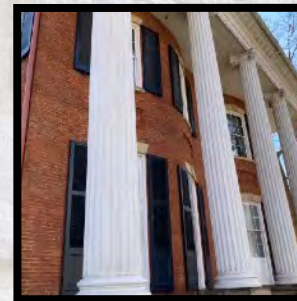
FCHA is happy to announce that the Tour of Homes is returning for the first time since 2019. This year's tour will take place on Saturday, June 24 and Sunday, June 25. Tickets will go on sale on May 15 on our website (FairfieldHeritage.com) and at the Sherman House and Georgian museums. They will cost \$15/advance, \$20 day of event, and \$6/student (5-18)

The properties scheduled to be on the tour are:

- The McCandlish home, 744 N. Broad St.
- The Rice home, 824 N. Broad St.
- The Brill home, 150 E. Chestnut St.
- The Browning home, 1876 Pleasantview Dr. NE
- The Anthony home, 1708 Glenmar Dr.
- The Basilica of St. Mary of the Assumption, 132 S. High St.
- Masonic Lodge, 224 S. High St.
- Allen Chapel, 221 E. Walnut St.
- Auditor's Office, 210 E. Main St.
- Sherman House Museum, 137 E. Main St.
- Georgian Museum, 105 E. Wheeling St.



Sherman House



Georgian



McCandlish home



Browning home



Masonic Lodge



Rice home



Anthony home



Allen Chapel



Brill home



Basilica of St. Mary



Auditor's Office

From the FCHA archives: Finding a stolen weapon

By Debbie Henry

We have a saying in our office “we are going down the rabbit hole again.” We say this quite often when we receive a phone call from someone searching for family history, pictures, or items in our inventory or in our archives. There could be a number of reasons someone is searching for something. When they call, we aim to help out as much as possible. One day our “rabbit hole” took us in a direction that would solve a mystery of a stolen item.

Wendy, our director, received a call from Lesley Poling from the Ohio History Connection looking for a portrait that we had on loan from them of General Hooker. Here is a back story on why we would have such an item that belonged to them, in case some of our members are not aware of our connection. In 1950, the city of Lancaster deeded over the Sherman House to the Ohio Historical Society (now Ohio History Connection). Due to budget cuts in 1982 the state transferred ownership over to the Fairfield Heritage Association. Ohio Historical Society retained ownership of most of the items inside the home. These items would be kept on a long-term loan agreement. So back to our story.

Upon searching for this portrait of General Hooker, it was discovered that we no longer had this portrait in the Sherman House. This was one of the items stolen back in 1982. The Sherman House was broken into sometime between February 18th and February 26th by one or more persons. 72 items were stolen and over 30 items were able to be positively identified by photographs taken by Ohio Historical Society. General Hooker's portrait was one of them. Only 5 items had been recovered at the time of Lesley's call. I had never heard about this break in and I was very curious about it so I began my questioning. I learned that back when the theft happened there was an underground network in the U.S. for antiques. Wendy had a copy of the police report with the items listed and I wanted to look at it. I jumped right in that “rabbit hole!”

My search took me to the internet, browsing and searching for items on the list. One particular item had a serial number associated with it. It was an 1860 model percussion revolver .44 caliber Colt made by Samuel Colt. It had a walnut grip, brass trigger guard, iron back-strap, and frame cut for a shoulder stock. Possibly made about 1863 - 1865. I began my hunt for the serial number and soon I was able to locate a Colt revolver, with the same serial number, up for sale on an auction site. I thought this was too good to be true, but then again, it had the same serial number so it must be it. I forwarded the website that I had found it on to Wendy, who then sent the information onto Lesley at Ohio History Connection. Further investigation by Lesley, and discussing this with a couple colleagues who are familiar with historic firearms, she felt comfortable enough to take this to the senior leadership at Ohio

History Connection and their attorney. The owners of the online auction site were contacted and things were set in motion to return the revolver to its rightful owner, Ohio History Connection. Wendy received an email from Lesley saying “Maybe General Sherman and General Hooker had made up in the after life and conspired to help get this revolver back. Thank you and Debbie so much for bringing this to my attention and helping us to get this off of the market and back in the museum!”

If only antiques could speak, can you imagine the story this gun could tell! From the Civil War to traveling around the U.S., I am sure it has seen and heard many things. Although we have no record of who this gun originally belonged to, it appears that it may have seen battle with at least two people. There are engraved initials on the handle, which was one of the key factors in positively identifying the gun. These initials were partially hidden under a medallion that was added sometime after the theft. They also added a reproduction shoulder stock, which was removed before it was sent back to Ohio History Connection. It is believed this gun was donated to the Ohio Historical Society between 1950 and 1960. It is now back home where it belongs so everyone can see and learn about this important instrument used in the Civil War.

There are still many items left in the black market, or sitting in someone's home not knowing that they own a stolen item. Now with the revolver found, we have only 66 more items to find!



1860 percussion revolver made by Samuel Colt.

Hail to the Chief

By Michael Johnson

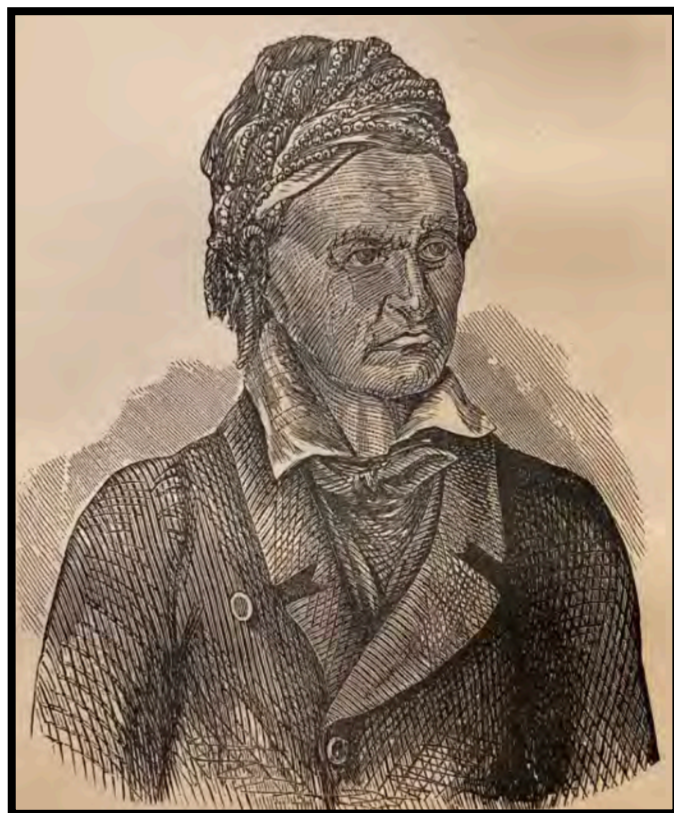
Imagine that the year is 1788. The American Revolution just ended five years ago and Ebenezer Zane has not yet cut his trace through Ohio. You are an explorer and have ventured into an area around a Native trading post on the Hocking River. To get a better view, you climb a large sandstone formation that we know today as "Mount Pleasant." The view, although incredible, would be unrecognizable to us today. Looking out from the iconic sandstone summit, the area would look more like a wilderness of dense forest inhabited by many animals, including panthers and bears. No sea of buildings or roads covered with vehicles.

However, if you descended the mountain and walked south, on what we now know as High Street, something might catch your eye. About one mile away sits a large village of 500 people. As you approach, the lush forest begins to give way as structures emerge and activity can be seen. Young children are running and playing while women gather to prepare meals. The appearance is quite imposing. The area is filled with huts that surround a much larger structure at the center. Emerging from that structure is a large male. Standing 6'4" tall, he towers over everyone else in the village. He looks up and makes eye contact with you. Others notice and up goes a universal shout that echoes off the sandstone structure, that they call "Standing Stone," and returns sending chills down your spine. That large man is Chief Tarhe and this is his town... "Tarhe Town."

So, who was Chief Tarhe, what tribe did he belong to, what happened to "Tarhe Town," and how did a native who spent the majority of his life fighting against white settlers end up with a memorial celebrating him as a "loyal American?"

Tarhe and the Wyandots

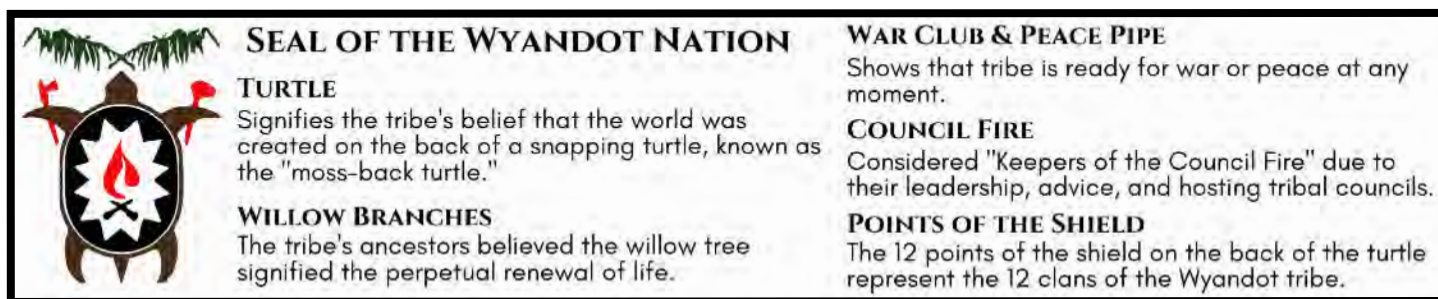
Tarhe was born near present-day Detroit in 1742. His family were members of the Wyandot tribe. More specifically, they were members of the Porcupine Clan, who were descendants of the Petuns, or "Tobacco Nation," of the Huron Confederacy.¹ In the Wyandot



A rare, early image of Tarhe.¹⁴

tribe there are 12 clans, all of which are named after animals (Big Turtle, Little Turtle, Mud Turtle, Wolf, Bear, Beaver, Deer, Striped Turtle, Highland Turtle, Snake, Hawk, and Porcupine). The tribe had a large presence in Detroit and Ohio (also known as the Northwest Territory) after constant war with the Iroquois forced them out of Canada. In fact, by the early to mid 18th century, the Wyandots claimed nearly all of what would become Ohio.³

Little is known about Tarhe in his early years and even his name has been written in different ways. Although today we pronounce his name as 'Tar-Hee,' earlier writers indicate that his name was actually



pronounced 'Tar-Hay.' Other descriptions show his name being written as 'Tarkee' or 'Takee.' The French took a different approach. They referred to him as "Le Chef Grue," or "Monsieur Grue," which translates to "The Chief Crane," or "Mr. Crane" due to his great height. Tarhe stood at 6'4" at a time when most men never reached 6 feet. We do know that Tarhe married a white French-Canadian. She was said to be the daughter of Chevalier La Durante and was captured by the Wyandots and adopted by the tribe. In time she became the wife of Tarhe. They had one child, a daughter named Myeerah, or "White Crane." Interestingly enough, Myeerah married Isaac Zane. He was the brother of Ebenezer Zane (the man who is famous for cutting Zane's Trace). Isaac, just like his mother-in-law, was captured by the Wyandots at nine years old and adopted by the tribe. Reaching adulthood, he chose to remain with the Wyandots and became a translator for the tribe.⁴

Constant war and lost territory

Tarhe lived during a tumultuous time for the Wyandots. He spent most of his life at war as the tribe battled other natives, European nations, and American settlers. The Wyandots tried to align themselves with nations that would preserve the tribe's lands and way of life. By the 1740s, the Wyandots had been pushed into the Ohio region from their homeland in Canada due to war with the Iroquois. They laid claim to nearly all of Ohio but that land was being threatened as well. British colonists and explorers were moving west and the Wyandot thought the solution was with the French.

During the French and Indian War (1756-1763), the Wyandots allied with the French against the British and colonial forces. They felt a French victory could prevent settlement into the Ohio region.⁵ Unfortunately for the Wyandots, the French were unsuccessful and ceded all of their lands in North America to Britain and Spain in the Treaty of Paris in 1763. Britain now controlled all territory in North America from the Atlantic Ocean to the Mississippi River.⁶

To prevent further war with natives and to subdue Pontiac's Rebellion, the British King George III issued the Royal Proclamation of 1763. This set a boundary line at the Appalachian Mountains for colonial settlement. No British colonist was allowed to own land west of these mountains. The land was designated as native lands and could only be obtained from them by Britain. However, this was often ignored by the colonists as they moved westward.⁷

Five years later, that boundary was moved further west with the Treaty of Fort Stanwix (1768). The treaty, signed by the British and the Iroquois, moved the boundary to the Ohio River. Native lands that were ceded included modern-day Kentucky, Tennessee, West Virginia, and western Pennsylvania.⁸ The Wyandots were being surrounded by settlers to their east and south. Although the British had now set the border at the Ohio River, settlers were constantly crossing it into Ohio which led to skirmishes all along the Ohio River. In 1775, a larger conflict began that would change the future of the continent forever: The American Revolution.

Wyandots and the American Revolution

When the American Revolution began, Native Americans had a choice to make. For the Wyandots, the choice was a simple one. They witnessed the British attempting to establish boundaries and keep native lands. The Americans, on the other hand, were constantly ignoring borders agreed to by Britain and seemed determined to expand their nation westward. For the Wyandots, supporting the British appeared to be their best hope of saving their land.

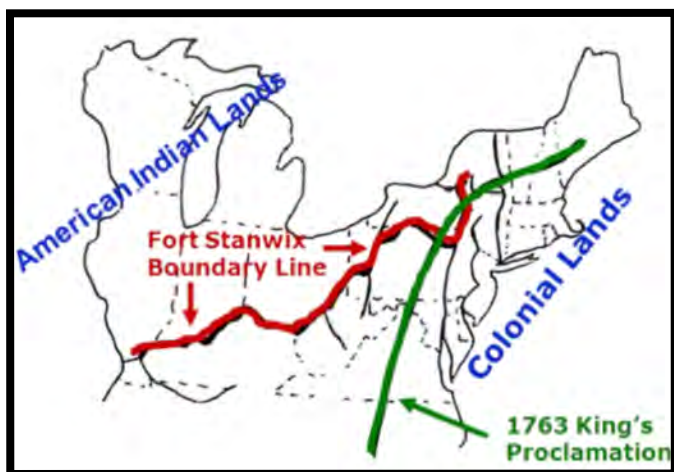
Just like the French and Indian War, the American Revolution did not end the way the Wyandots were hoping for. Following the loss, Britain ceded the Northwest Territory to the United States. The area included the present-day states of Michigan, Indiana, Illinois, Wisconsin, and parts of Minnesota. More importantly for the Wyandot, it ceded their homeland of Ohio.⁹

Without an ally from Europe, the Wyandot and other native tribes would need to band together to try and hold onto their lands against the Americans eager to move westward. Tribes of the Northwest Territory would look to the Wyandots for council.

The Wyandots were held in high esteem and many tribes in the area looked to them for leadership and advice. They were known as "Keepers of the Council Fire" since they hosted and presided over many tribal councils.² Whomever was tasked with leading the tribe had a great responsibility. Not only did they speak for the Wyandots, but in many cases they were speaking for multiple tribes. This responsibility would become Tarhe's in 1788.

Tarhe becomes Grand Sachem

Five years after the American Revolution, Native



Americans of the Northwest Territory were involved in multiple skirmishes against American settlers. The Wyandots and other tribes were desperately trying to hold onto Ohio and continued to see the Ohio River as the rightful border between natives and whites. Raids from both sides were constantly taking place. Americans would enter Ohio, attack tribal settlements, retreat, and attack again. Natives would cross into Pennsylvania, Kentucky, and present-day West Virginia and do the same. The attacks were often brutal and women and children were rarely spared. It is during this time that the Wyandot Chief named Pomoacan died. The Wyandots and the tribes in the Northwest Territory needed a new *Grand Sachem*, or Chief. The Wyandots elected Tarhe to fill that role.¹⁰

Tarhe, at age 46, became the first member of the Porcupine clan to hold the title of Grand Sachem. Up until this point, Sachems had always come from the Deer, Bear, and Turtle clans. The Wyandots disregarded this tradition and selected Tarhe because they trusted his judgment and leadership.¹⁰ At this moment in time, he was exactly what the Wyandots needed. Reverend James Finley, who was a missionary for the Methodist church described Tarhe as “cool, deliberate, and firm” and stated that “his wisdom in council, as well as his bravery in war, gave him great influence among all the neighboring tribes. All who knew him, whether white or red, deeply venerated his character. He was affable and courteous, kind and affectionate in his feelings, stern and unyielding in his integrity. As a warrior, he was among the bravest of the brave; but Indian as he was, no stain of cruelty, barbarity, or injustice, rests upon his character.”¹⁴

The future of the Wyandot Nation and the center of tribal council would now sit next to the Hocking River at Tarhe Town.

Tarhe Town

Tarhe Town was located in present-day Lancaster, Ohio. It stood on the south side of the city between the foot of present-day South High St. and the Hocking River



River.¹¹ According to written accounts, the town was well-governed and the inhabitants were people of all ages. Chief Tarhe’s wigwam was easily distinguishable from the rest as it stood at the center of the village surrounded by huts on every side. His structure was the largest and stood next to a spring of clear, cold water.¹³ The spring was said to be one of the strongest in the area and was located near the future site of the 4th lock on the Hocking Canal.¹¹

Natives were already familiar with the area surrounding Tarhe Town. Standing Stone, or as we call it today, “Mount Pleasant,” was known to be a trading post for natives and brave explorers. Now, it would be the heart of the Wyandot Nation as Chief Tarhe would look to lead his tribe during a very difficult time.

The Western Confederacy

Following the American Revolution, Americans were eager to move west and expand into Ohio. Many of these Americans were soldiers who were given land grants as payment for their service in the war. To combat the influx of settlers, tribes in the area formed the Western Confederacy. It consisted of the Wyandot, Chippewa, Mingo, Miami, Delaware, Ottawa, Shawnee, Potawatomi, and other tribes. Their goal was to prevent settlers from entering Ohio as they still saw the Ohio River as the boundary between natives and whites.³

The chief of the confederacy was Little Turtle of the Miami tribe. Although Little Turtle was considered chief, Tarhe commanded the greatest authority due to the Wyandot’s leadership and standing amongst the tribes. Other leaders included Buckongehelas of the Delawares and Blue Jacket of the Shawnees.³

With the confederacy in place and Americans approaching, the stage was set for war.

The Northwest Indian War

George Washington, the newly elected president of the United States, knew that the natives would have to be subdued in order for Americans to move west. Washington initially attempted to secure a peace, but failed. He then looked for a military solution to put down the Western Confederacy.

The American campaign against the Western Confederacy did not start well. The confederacy was able to defeat General Joseph Harmar at the Battle of Kekionga (1790) and General Arthur St. Clair at the Battle of Wabash (1791).³ St. Clair’s defeat was especially disastrous and is the single greatest defeat suffered by the U.S. Army against natives. Of the 1,400 U.S. soldiers, 918 were killed and 276 were wounded.

Following St. Clair’s defeat, President Washington changed strategies and sent General “Mad” Anthony Wayne to Ohio. Instead of attacking right away as his predecessors had, Wayne decided to train his soldiers for two years. He studied the way the confederacy attacked and was determined to be ready for battle.

Tarhe, Little Turtle, and Blue Jacket made trips to



CHIEF TARHE



LITTLE TURTLE



BLUE JACKET

The leaders of the Western Confederacy (there is no known image of Buckongehelas). From FCHA archives.

Detroit to ask the British for help. Britain still had a presence in the area, including a fort on the Maumee River, Fort Miami, which was located near present-day Toledo. Britain informed them that they would remain neutral but seemed to suggest that they would allow them safe haven in their fort if needed.³ The stage was now set for one of the most consequential battles in American history.

Battle of Fallen Timbers/Treaty of Greenville

In August of 1794, General Wayne and his troops began marching near the Maumee River. The confederacy was waiting to ambush them at a site chosen by Blue Jacket. It was an area where a tornado had passed through and knocked down many trees, hence the name "Fallen Timbers." Blue Jacket felt that the downed trees would limit the effectiveness of the American calvary. Although the strategy was sound, General Wayne was ready. As the confederacy attacked the center of Wayne's army, he divided his calvary and attacked each flank of the natives. Surrounded and outmaneuvered, the natives were decimated.³

The natives retreated to Fort Miami where the British were watching the events unfold. Upon arriving, they refused to open the gate and let the retreating warriors enter. This decision would come back to haunt

them later.

For the Wyandots, the losses were even worse. In battle, the tribe believed in never retreating. This resulted in the death of 12 of the 13 Wyandot Chiefs that entered the battle.¹⁰ Tarhe was the only chief that survived but he didn't escape without injury. His left arm was severely injured and it took months to heal.³

At this point, the Western Confederacy was broken. The vast majority of natives involved in the battle came to the same conclusion: opposing the American army was not the way forward. They did not have the numbers, firepower, or reliable backing from the British. Tarhe led the effort to establish peace between Americans and natives. He believed that natives would need to assimilate and live in peace with Americans in order to save their tribes from extinction.¹⁰ Leaders such as Little Turtle and Blue Jacket agreed. In the summer of 1795, Native Americans from the Western Confederacy, led by Chief Tarhe, met at Fort Greenville to discuss a treaty. Tarhe gave a speech in which he called for peace and an end to hostilities. The following is an excerpt from that speech:

"Elder brother! Now listen to us. The great Spirit above has appointed this day for us to meet together. I shall now deliver my sentiments to you...I view you, lying in a gore of blood. It is me, an Indian who caused it. Our

tomahawk yet remains in your head - the English gave it to me to place there...I now take the tomahawk out of your head...I will now tear a big tree up by the roots and throw the hatchet into the cavity which they occupy; where the waters will wash it away to where it can never be found.”¹⁰

The Treaty of Greenville was signed in August of 1795. The Wyandots, and other natives, were forced to give up around 25,000 square miles of land, most of which was in Ohio. The new boundary between native lands and the United States began at present-day Cleveland, OH, went south to present-day Bolivar, OH, west to Fort Recovery, OH, and then south to the Ohio River.¹⁷

Zane's Trace and Tarhe Town to Upper Sandusky

In 1796, just one year after the Treaty of Greenville, Ebenezer Zane cut a pioneer road, known as “Zane’s Trace,” from Wheeling, VA (now WV) to Maysville, KY. The road was meant to encourage new settlement in Ohio and speed up travel to Kentucky. The 230 mile-long road went by Tarhe Town, now on land owned by the United States. The treaty and Zane’s Trace marked the beginning of the end for the Wyandots in the area.

The majority of Wyandots that were living at Tarhe Town moved to Upper Sandusky, OH. Located between the present-day cities of Columbus and Toledo, the tribe already had a village and strong presence in the area. There were some Wyandots that chose to stay as new settlers arrived in the city known, at the time, as “New Lancaster.” Although the treaty required them to move, the city did not enforce it due to the fact that the natives were friendly and never caused any issues. Residents of New Lancaster told stories about how their sons would play with the native sons. They raced, hopped, jumped, and wrestled in a friendly manner. They also described the Wyandots as being loyal and faithful.¹⁸

As the population increased in New Lancaster, the

rest of the Wyandots made their way to Upper Sandusky. Many Wyandots expressed a great deal of regret when leaving the village they knew as Tarhe Town. It was one of the best areas for farming and hunting. A few of them would return on hunting trips but that stopped around 1812 as the population of settlers diminished the amount of game.¹⁸ We don’t know the exact date that Chief Tarhe moved to Upper Sandusky. However, we know that it was prior to 1799 as Quakers noted meeting Tarhe there in that year.¹² Chief Tarhe and the Wyandots were ready to live in peace with the Americans. However, there would be one more battle left to fight.

Chief Tarhe vs Tecumseh

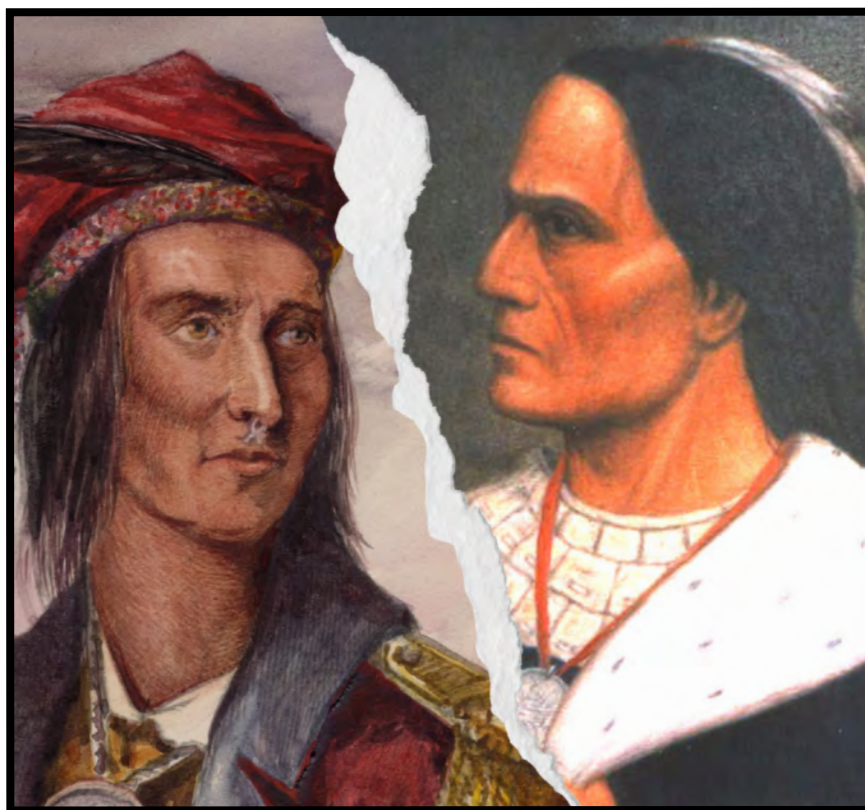
Not every native agreed with the signing of the

Treaty of Greenville and the biggest critic was a Shawnee named Tecumseh. He fought in the Battle of Fallen Timbers with the Western Confederacy. Following the battle, he broke with the Chiefs that were calling for peace. Tecumseh believed that they could not give away any land because the land belonged to every native and was communal.¹⁹

To bolster his support, Tecumseh traveled the country recruiting allies and building his own confederacy. Meanwhile, many leaders, including Little Turtle, Tarhe, and Black Hoof - a Shawnee and lifelong

friend of Tecumseh - tried to convince him to accept the treaty. However, not only did Tecumseh defy the older chiefs, he called for the execution of several of them, including Tarhe. Tarhe’s influence was hurting Tecumseh’s ability to recruit warriors. By getting rid of him, Tecumseh would have an easier time convincing others to join his cause.³

Tecumseh’s plan was to charge natives that were cooperating with Americans with witchcraft, which was punishable by death. Luckily for Tarhe, he was always surrounded by lots of loyal Wyandot warriors and Tecumseh was never able to get to him. However, he



Tecumseh (left) unsuccessfully tried to have Chief Tarhe (right) executed. From FCHA archives.

was successful in executing a lower ranking Wyandot Chief, and good friend of Tarhe's, Chief Leatherlips in 1810.²⁰

War of 1812

In 1812, another war began between the United States and Britain and Tecumseh saw his opportunity to defeat the Americans. His confederacy joined the side of the British and were eager to fight. The British made many promises to the natives to entice them to join as allies. They invited Tarhe to Brownstown, MI hoping that they could convince the powerful Wyandot Nation to fight against the Americans. After several speeches were given by British agents, Tarhe was handed an image of King George. Tarhe, remembering the past actions of the British on the Maumee River during the Battle of Fallen Timbers, took the image and replied, in part:

*"We have no confidence in King George. He is always quarreling with his white children in this country...and then he gets his Indian friends here to join with him to conquer his children, and promises if they will fight for him, he will do great things for them. So he promised, if we would fight Wayne, and if he whipped us, he would open the gates of his fort, on the Maumee, and let us in... but instead of opening the gates, and letting us in, you shut yourselves up in your ground-hog hole, and kept out of sight, while my warriors were killed at your gates."*¹⁴

Tarhe then took a picture of George Washington from his pocket and said, *"This is our great father, and for him we will fight."*

Taking the image of King George in one hand and a tomahawk in another, Tarhe struck the image, saying, *"And so we will serve your great father."*¹⁴

This action outraged a British officer who threatened Tarhe, saying that he would "make the chief repent that act."

Tarhe replied by saying: *"This is my land and country...go home to your own land, and tell your countrymen that Tarhe and his warriors are ready, and that they are the friends of the Americans."*¹⁴

At the age of 70, Chief Tarhe once again picked up his tomahawk to fight for the final time. He and his Wyandots fought alongside future American President, William Henry Harrison. In 1813, at the Battle of the Thames, Tarhe and Harrison would fight the British and Tecumseh's Confederacy. The British quickly retreated and Tecumseh was shot and killed. Dying with him was his confederacy and the resistance to American expansion.¹⁹

The death of Chief Tarhe

Following the War of 1812, Tarhe was able to live his remaining years in peace at his home in Upper Sandusky. He died in 1818 at the age of 76.

His influence and popularity among natives was unmatched. Tarhe's funeral drew natives from across the country and was the largest ever for a native chief.

05/09/2023

To show their deep sorrow, natives attended his funeral with no paint or decoration of any kind.¹⁰ U.S. Colonel John Johnson was invited to attend his funeral and recorded his recollections of the event. This is part of his description:

*"I found on arriving at the place a very large attendance. Among the chieftains was the noted leader and orator Red Jacket from Buffalo. The first business done was the speaker of the nation delivering an oration on the character of the deceased chief. Then followed what might be called a monody...seats were arranged from end to end of a large council house...the head men and the aged took their seats facing each other, stooping down, their heads almost touching. In that position they remained for several hours...I had never witnessed anything of the kind before, and was told that this ceremony was not performed but on the decease of some great man."*²²

William Henry Harrison described Tarhe as a "venerable, intelligent, and upright man" and "the noblest of all the Indians." That nobility was remembered by Americans as he stayed loyal to the treaty that he signed. A marker that was erected in his memory shows the appreciation that the country had for his support. It contains the phrase, "DISTINGUISHED WYANDOT CHIEF AND LOYAL AMERICAN."

Loyal, faithful, noble, powerful, brave, wise, and kind are just some of the words used to describe Tarhe. He was one of the most consequential leaders in history during a turbulent time for our country. A powerful warrior in battle and a loyal ally in peace. Chief Tarhe, or *The Crane*, was a leader who stood above many of his peers, literally and figuratively.



Chief Tarhe memorial marker located about 4 miles north of Upper Sandusky in Wyandot County, Ohio.²¹

References

- ¹Marsh, T. (n.d.). *Tarhe*. Wyandot Nation of Kansas. wyandot.org. Retrieved January 26, 2023, from <https://www.wyandot.org/tarhe.htm>
- ²Wyandotte Nation. (2023, April 13). Retrieved April 20, 2023, from <https://wyandotte-nation.org/>
- ³Divine, L. E. (2020). *On the back of a turtle: A narrative of the huron-wyandot people*. Trillium.
- ⁴Estes, R. (2012, March 15). *Who was Isaac Zane?* Native Heritage Project. Retrieved April 25, 2023, from <https://nativeheritageproject.com/2012/03/15/who-was-isaac-zane/>
- ⁵Stover, J. (1926, August 12). *Tarhe*, Chief of All the Huron Tribes. *Lancaster Eagle-Gazette*.
- ⁶U.S. Department of State. (n.d.). *Treaty of Paris, 1763*. U.S. Department of State. Retrieved April 25, 2023, from <https://history.state.gov/milestones/1750-1775/treaty-of-paris>
- ⁷*Royal Proclamation, 1763*. Indigenous Foundations (n.d.). Retrieved April 25, 2023, from https://indigenous-foundations.arts.ubc.ca/royal_proclamation_1763/
- ⁸Hall, A. J., & Albers, G. (2014, August 14). *Treaties of fort stanwix (1768 and 1784)*. The Canadian Encyclopedia. Retrieved April 25, 2023, from <https://www.thecanadianencyclopedia.ca/en/article/treaty-of-fort-stanwix>
- ⁹A&E Television Networks. (2009, November 13). *Treaty of Paris - definition, date & terms*. History.com. Retrieved April 25, 2023, from <https://www.history.com/topics/american-revolution/treaty-of-paris>
- ¹⁰Buser, C. A. (n.d.). *Tarhe, Grand Sachem*. Tarhe Grand Sachem. Retrieved April 25, 2023, from <https://www.wyandot.org/sachem.htm>
- ¹¹Goslin, C. R. (1976). *Crossroads and fence corners: Historical lore of Fairfield County (Vol. 2)*. Fairfield Heritage Association.
- ¹²Scott, H. (1877). *A Complete History of Fairfield County, Ohio, 1795-1876*. Siebert & Lilley.
- ¹³Ebbert, E. S. (1901). Lancaster and Fairfield County, Ohio. George Kraemer.
- ¹⁴Finley, J. B. (1857). *Life among the Indians, or personal reminiscences and historical incidents: Illustrative of...indian life and character*. R.P. Thompson.
- ¹⁵Feng, P. (n.d.). *The battle of the Wabash: The forgotten disaster of the indian wars*. The Campaign for the National Museum of the United States Army. Retrieved April 25, 2023, from <https://armyhistory.org/the-battle-of-the-wabash-the-forgotten-disaster-of-the-indian-wars/>
- ¹⁶Ray, M. (n.d.). *Treaty of Greenville*. Encyclopædia Britannica. Retrieved April 25, 2023, from <https://www.britannica.com/event/Treaty-of-Greenville>
- ¹⁷Graham, A. A., & Colborn, E. S. (1883). *History of Fairfield and Perry Counties, Ohio, their past and present: Containing a comprehensive history of Ohio*. W.H. Beers & Co.
- ¹⁸Tucker, G. (2023, March 21). *Tecumseh*. Encyclopædia Britannica. Retrieved April 25, 2023, from <https://www.britannica.com/biography/Tecumseh-Shawnee-chief>
- ¹⁹*Chief Leatherlips*. Ohio. (n.d.). Retrieved April 25, 2023, from <http://touringohio.com/history/leatherlips.html>
- ²⁰U.S. Department of the Interior. (n.d.). *1768 Boundary Line Treaty of fort stanwix (U.S. National Park Service)*. National Parks Service. Retrieved April 25, 2023, from <https://www.nps.gov/articles/000/1768-boundary-line-treaty-of-fort-stanwix.htm>
- ²¹*Chief Tarhe*. Tarhe. (n.d.). Retrieved April 25, 2023, from <http://touringohio.com/history/tarhe.html>
- ²²*Ohio History Journal*. OHJ Archive. (n.d.). Retrieved April 25, 2023, from <https://resources.ohiohistory.org/ohj/search/display.php?page=2&ipp=20&searchterm=Array&vol=14&pages=132-138>

EXTRA! EXTRA!

Here are some additional details that coincide with the cover story...

- The earliest recorded native village in Lancaster was actually French Margaret's Town, not Tarhe Town. It was observed by a colonial agent named Conrad Weiser. Weiser was sent to the Ohio country to survey the area and recorded a very small village located at the site of the present-day Fairfield County Fairgrounds. It was a Delaware tribe of 4-5 families.
- There was another native village during the time of Tarhe Town. It was named Tobey Town and stood about 1 mile northwest of Royalton. Its chief was a man named Tobey who was an inferior chief to Tarhe. It was common practice for Wyandots to surround their main village with smaller satellite ones.
- There is a monument for the executed Wyandot leader, Leather Lips. It is located in Dublin, OH and made of limestone slabs that visitors can actually walk on.
- The Wyandots were the last tribe to leave Ohio. This occurred in 1843.

Please welcome our new and returning members

Thank you to the following people for joining or renewing their memberships from January 17 to April 26.

If any errors have been made in this, please contact the Heritage office at 740-654-9923 or office@fairfieldheritage.org

Benefactor

Hays, John & Marlene
Smith, Patrick & Brenda

Patron

Fleming, Don & Janis

Supporter

Black, Monte & Susan
Franklin, Grace
Grywalski, Brad & Karen Rotkis
Rockside Winery
Taylor, Michael
Uhl, Benjy & Holly

Business

Slicer, Tammy | Rejuvenation Station

Donor

Everitt, Bryan & Amanda
Harding, Helen Maccracken
Donnelly, Sarah Ann
Pearce, Thom & Johanna
Snider, John & Mary

Household

Bazell, Jeff & Kestner, Jeff
Disser, Dennis & Lynda
Fairfield County District Library
McFarland, Joseph & Julia
Paulus, Kimberly

Senior Couple

Arndt, Jeff & Steph
Babcock, Bruce & Marlene
Baker, Dr. & Mrs. Bruce
Berens, Larry & Cindy
Browning, Alan & Roaby
Burns, Dr. Glenn & Linda
Elliot, Gigi & Neal
Haick, Brian & Cathy

Heath, Bill & Jackie
Hedges, Robert & Wagner, Deborah
McCandlish, Lynn & Rick

Individual

Ashton, Candie
Hamilton, Jenny
Lines, Austin
Schofield, Leonard
Snodgrass, Shana
Voss, Charles
Zak, Matthew

Senior Individual

Barnes, Margot
Lawrence, Jackie
Lyons, Polly
Maccracken, Molly
Rider, Sheila
Swartz, Barbara

Student (6-18)

Hamilton, (Child)

Thank you to the following people for the generous gifts

Thank you to the following people for donations made from January 17 to April 26. Your gifts make a difference.

If any errors have been made in this, please contact the Heritage office at 740-654-9923 or office@fairfieldheritage.org

Speaking Engagements

Alpha Delta Kappa Beta Gamma
Carroll Lions Club

General

Margot Barnes
Ed Beery
Lawrence & Cynthia Berens
Lynda Disser
Gigi Elliot
Mark Friend
Brian Haick
William & Jacalyn Heath

Jim Kern
Dee Ann & Tim Leitnaker
Eileen Leuby
Austin Lines
Dylan Minor
Mary Ann Richards
Marlene Ridgeway
Marc Taylor

Sherman Statue

Stephanie Bettinger
Gilda Bour
Frank & Laura Bullock
Judith Cosgray
Bob & Melissa Crowder
Almond Drake
Diane Hilliard-Faulkner
Bruce Garrett
Sharon Hachtel
Helen Harding
John & Marlene Hays
Jennifer Heisey

Kim Kozar
Phyllis Kuhn
Joshua Leach
Dee Ann & Tim Leitnaker
Sarah Korte Martin
Dustin May
Ethan Miljus
Carol Milazzo
Tom & Chris Moe
Randy Reese
Scott Rodenbaugh
Mary Rutter
Barbara Schweitzer
Matthew Schweitzer
Linda & Ed Showman
Paul Smith
Marc Taylor
Ginger Thrush
Jenna Webster
Stacy Wildermuth
Jacob Wilkinson

Civil War Round Table Remaining 2023 Schedule

Programs begins at 7pm and is held at the Sherman House Museum



Admission is \$5
Everyone is welcome!

MAY 17 - "The Journey that became a March" by Lou Varga
JUN 21 - Garden Speaker, author Jennifer Bartley
SEP 20 - Wilder's Lightning Brigade by Scott Diezman
OCT 18 - Morgan's Raiders by Mark Later
NOV 15 - Civil War Trivia by Bill Brubach

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





FAIRFIELD COUNTY HERITAGE ASSOCIATION
105 E. WHEELING STREET
LANCASTER, OHIO 43130

The office is open Monday through Friday, 9am to 4:30pm
Phone: (740) 654-9923
Email: office@fairfieldheritage.org
www.FairfieldHeritage.com

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Upcoming events

May 13 - Saturday Cinema | 7:30pm | Free

Destination Downtown Lancaster will be showing movies on Zane Square. FCHA will have activities for kids prior to the movie.

May 17 - Civil War RoundTable | 7:00pm | \$5

"The Journey that Became a March" by Lou Varga will be screened with Q&A to follow.

June 10 - Saturday Cinema | 7:30pm | Free

Destination Downtown Lancaster will be showing movies on Zane Square. FCHA will have activities for kids prior to the movie.

June 21 - Civil War RoundTable | 7:00pm | \$5

Garden speaker Jennifer Bartley

June 24/25 - FCHA Tour of Homes | 11:00am-5:00pm

The Tour of Homes returns for the first time since 2019! Tickets go on sale on May 15. \$15/advance \$20/day of event \$6/student

July 8 - Saturday Cinema | 7:30pm | Free

Destination Downtown Lancaster will be showing movies on Zane Square. FCHA will have activities for kids prior to the movie.

July 21 - ArtWalk | 6:00pm-9:00pm | Free

Two artists will be hosted at the Sherman House and one at the Georgian Museum.

July 25 - Festival Tea | 4:00pm

Held at the Georgian Museum. Prices and more information coming soon.

To: Fairfield County Commissioners Steve Davis, Jeff Fix and Dave Levacy

I have been a resident and business owner in Fairfield County for 14 years. My home at 9468 Cattail Road NE, is located directly across from property that is leased for the Eastern Cottontail project. I have many concerns.

I purchased my home in 2020, however the agreement to lease the land across from me was signed in 2019. I was not informed that an industrial solar project was being considered until August 2022. I'm sure this has happened with other homeowners due to the secrecy of the solar companies.

A creek runs from the leased property throughout my entire property. I am concerned about damage to existing field drainage tiles, flooding, as well as runoffs of toxic chemicals that could contaminate the surface, groundwater and wells. Last year this creek flooded in the area where my livestock are kept.

This project is going to produce inefficient electric power, which is allocated for use out of Ohio. It's the inexpensive farmland that is attracting the solar companies, not the Ohio weather. The solar company has much to gain by constructing an industrial solar farm. They are receiving huge sums of money by government grants, which are really my and your tax dollars! The property owners that leased their land are benefiting financially. The other property owners, such as myself, are left with decreasing property values, and potential health and safety concerns. The solar company states there is no decrease in property value, which I, along with others do not believe. Who is going to want to buy my property?

I've seen multiple car accidents at the dangerous intersection by my home. Some of these vehicles have ended up in the field. What if this happens when there are solar panels in this field?

We are losing farmland at an alarming rate. An industrial solar plant does not belong on prime farmland or land currently zoned agriculture! This is not an appropriate use of farmland.

We don't know what effects a solar farm has on people living close to it, as it's still too new. This project is not in the best interest of the health, safety and welfare of the property owners surrounding it, and residents of Walnut Township.

I'm asking you to create an exclusionary zone and prohibit the construction of the Eastern Cottontail project.

Thank you for your consideration,

Dave Manter



Dear Steve Davis,

Please designate all of Walnut Township as a restricted area so that wind and solar projects will not negatively impact my property value and community.

I moved to this area in 2020 because I appreciated the beauty of the land. I admire the land stewardship by the local farmers and love to see the seasonal sowing and harvesting in my area.

Allowing the solar industry that claims to be green would essentially pollute our beautiful land rendering it useless to future generations. Once solar panels are broken or decommissioned, there is no guarantee that they will not pollute our community by leaching dangerous chemicals into the soil and water. Even if and when the panels are removed at the time the site is decommissioned, there will still be the scars of the installation posts that will likely not be removed by the utility company/lessors.

Let's not let the government subsidy for the "green deal" permanently stain our beautiful landscape! Thank you for representing my concerns!

Marianne Van Voorhis
7378 Kader Rd
Pleasantville

Dear Dave Levacy,

Please designate all of Walnut Township as a restricted area so that wind and solar projects will not negatively impact my community and property value. As a matter of fact, I think all of Fairfield County can / should join the 10 other Ohio counties that have already prohibited industrial solar developments.

There is not enough data to prove to me that the cost and energy produced by this "green" industry outweighs the risk to public health and damage to our ecosystem. it will cause

These projects are not just distracting eyesores but they are not efficient at creating energy or helpful in reducing the energy costs for anyone in this area. Allowing these solar projects to be installed in our area will not only lower the property values for this area, but will also destroy our roads and waterways with irreparable damage to the soil and wildlife.

Thank you for representing my concerns.

Marianne VanVoorhis
7378 Rader Rd
Pleasantville, OH 43148

Dear Jeff Fix,

Please designate all of Walnut Township as a restricted area so that wind and solar projects will not negatively impact my community and property value.

Allowing solar projects to be installed in this community would permanently damage the ecosystem. We already have enough problems with flooding in this area. Soil erosion, dust storms, noise pollution and glare are also major concerns for me and my family.

I am also afraid that the construction vehicles would block and damage the roads making them impassible for emergency vehicles.

Please don't make my daughter and future generations pay the unintended consequences for allowing the Eastern Cottontail project to be completed.

Thank you for representing my concerns.

Marianne VanVoorhis
7378 Rader Rd
Pleasantville, OH 43148

- Did you know 10 counties in Ohio have prohibited industrial solar panel developments?
- Did you know that there has been NO studies on wild life about the impact (short term & long term) of industrial solar panels?
- We have a list of concerns regarding industrial solar panel development
 - soil drainage & erosion issues, vegetation & other environmental concerns such as deforestation or flooding of the area
 - health & safety of humans, live stock, wild life & aquatic life due to leaching of toxins from these solar panels &

- Did you know the power generated by industrial solar projects will NOT remain in Ohio?
- Did you know there are currently 3 industrial solar projects being planned on prime farmland in Fairfield county?

Targeted areas: Amanda, Liberty, Pleasant, Richland & Walnut townships totaling in excess of 5100 acres.

- We have a list of concerns:
 - hazards & effects of above ground & underground construction materials including materials degrading land for farming, chemical contamination
 - glass and glare from solar panels
 - flooding around areas where soil has been eroded

- Did you know that every day 2,000 acres of agricultural land are paved over, fragmented or converted to uses that jeopardize farming including industrial solar panel developments?

- Did you know there are 3 industrial solar projects being planned on prime farmland in Fairfield county totaling an excess of 5100 acres?

- Our concerns:
 - Once these prime farmlands are gone, where can we grow our food?
 - There are health & safety hazards to humans, livestock, wild life & aquatic life including leaching of toxins, water contamination especially water used for public consumption

We have a list of concerns regarding industrial solar development projects:

- hazardous effects to humans, livestock, wildlife from toxins leached from solar panels
- soil erosion issues that result to flooding damaging roads & infrastructure and
- other environmental concerns including deforestation
- hazards & effects of above ground and underground construction materials including noise and light pollution

Did you know that local firemen / fire houses are not equipped to deal with fires from these industrial solar panels?

© Did you know 10 counties in Ohio have prohibited industrial solar developments?

© Did you know that in 5 years solar panels start leaching toxins to the environment?

© Did you know solar companies tell lessors the land will be returned to its original state once the project is decommissioned?

Our concern: After regrading, removing topsoil destroying subsurface drainage, we don't know how it will ever be restored suitable for growing crops.

© Did you know that every day 2,000 acres of agricultural land are paved over, fragmented or converted to uses that jeopardized farming including solar development projects

• Did you know there are currently 3 industrial solar projects being planned on prime farmland in Fairfield county?

• Did you know that there will NOT be a vote in changing the use of this land from production agriculture to industrial solar?

County Commissioners, Township Trustees, & the public will have to make their opinions known to Ohio Power Siting Board (OPSB). An old fashioned letter writing campaign will be extremely important in making concerns known.

• We have a list of concerns:

- damage to our road & bridge infrastructure from soil erosion & flooding
- toxins leaching from solar panels into the soil & water
- impact of such projects on property valuation

Dear County Commissioners

4/29/23

Allowing the process to "play out" gives millionaire bankers, developers and lawyers everything they want. By not choosing - you choose... The well-to-do and not the Ohio farmer.

Once at the OPSB, Ohio farmers won't win, without legal representation.

were you ever before concerned about power plants in your entire career? Of course you weren't why now? Because of the grift. It isn't global warming. It's the money.

If renewable energy is so cheap, why do residential electric rates keep rising? You don't need to be a solar expert to understand why! Put your thinking cap on. ¹⁰⁶STEVE FEENEY, P.E.
Please, zone solar out!!
614-716-9952

1970 W. Glenhurst Dr. W. Lancaster, Ohio 43130

Leslie Blankenbuehler
3620 South Bank Rd NE
Millersport, Ohio
Commissioner Jeff Fix
210 E Main Street Room 301
Lancaster, Ohio 43130

May 2, 2023

Re: Proposed Eastern Cottontail Solar Facility

Dear Commissioner Fix,

I am writing to you again about the above referenced project in Walnut Township. After speaking with you last week at the Trustees meeting on Thursday evening, I was shocked and disappointed that the Commissioners are avoiding any decisions on Industrial solar projects until after the application is filed.

This would create a burden in legal fees and additional expenses for all parties. In addition, a sector of the community still appears to be duped in believing this project will create jobs and benefits to the general population. Likewise, many citizens are unaware that this proposed Industrial Solar project exists and have not been afforded full disclosure to form an opinion.

I was sorry that you could not attend the meeting at the Millersport church last Saturday, because there was valuable information shared by families who have been negatively impacted by the Yellowbud project in Pickaway/Ross counties. One individual went to a bank to finance a home improvement loan and was told he was upside down in his mortgage by 75%. The EPA and health departments have ignored the destruction of valuable drainage, and the counties have a real mess with the roads and waterways that have been damaged.

In conclusion, I have reviewed the Ohio Revised Code, Section 303.02 updated March 15, 2023, and it does afford the commissioners the opportunity to regulate building and land use in unincorporated territory. Designating our farmland as exclusions for Industrial development is within your power. Please take some time to review all the avenues and please reconsider your position. Don't wait until the application is made with OPSB.

Regards.




Leslie Blankenbuehler

Encl.

Statutes, codes, and regulations / Ohio Revised Code / Title 3 - COUNTIES
/ Chapter 303 - COUN... / Section 303.02 - Cou...

Ohio Rev. Code § 303.02

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Current through bills signed by the Governor as of March 15, 2023.

Section 303.02 - County commissioners may regulate building and land use in unincorporated territory

(A) Except as otherwise provided in this section, in the interest of the public health and safety, the board of county commissioners may regulate by resolution, in accordance with a comprehensive plan, the location, height, bulk, number of stories, and size of buildings and other structures, including tents, cabins, and trailer coaches, percentages of lot areas that may be occupied, set back building lines, sizes of yards, courts, and other open spaces, the density of population, the uses of buildings and other structures, including tents, cabins, and trailer coaches, and the uses of land for trade, industry, residence, recreation, or other purposes in the unincorporated territory of the county. Except as otherwise provided in this section, in the interest of the public convenience, comfort, prosperity, or general welfare, the board, by resolution, in accordance with a comprehensive plan, may regulate the location of, set

Previous Section

Section 303.01 - County rural zoning - agriculture defined

Next Section

Section 303.021 - Designating street names and assigning numbers to buildings

and the uses of land for trade, industry, residence, recreation, or other purposes in the unincorporated territory of the county, and may establish reasonable landscaping standards and architectural standards excluding exterior building materials in the unincorporated territory of the county. Except as otherwise provided in this section, in the interest of the public convenience, comfort, prosperity, or general welfare, the board may regulate by resolution, in accordance with a comprehensive plan, for nonresidential property only, the height, bulk, number of stories, and size of buildings and other structures, including tents, cabins, and trailer coaches, percentages of lot areas that may be occupied, sizes of yards, courts, and other open spaces, and the density of population in the unincorporated territory of the county. For all these purposes, the board may divide all or any part of the unincorporated territory of the county into districts or zones of such number, shape, and area as the board determines. All such regulations shall be uniform for each class or kind of building or other structure or use throughout any district or zone, but the regulations in one district or zone may differ from those in other districts or zones.

For any activities permitted and regulated under Chapter 1513. or 1514. of the Revised Code and any related processing activities, the board of county commissioners may regulate under the authority conferred by this section only in the interest of public health or safety.

(B) A board of county commissioners that pursuant to this chapter regulates adult entertainment establishments, as defined in section 2907.39 of the Revised Code, may modify its administrative zoning procedures with regard to adult entertainment

Did you know solar companies tell the
lessons the land will be returned to its
original state once the project is decommissioned

After regreeding, removing top soil,
destroying subsurface drainage & creating
heavy limestone driveways, we don't know
how it will ever be restored for growing
crops.

We have a lot of concerns:

- health & safety to humans, domestic animals,
livestock, wild life & aquatic life
- quality of surface water, ground water,
any water source used for public consumption

TOM WILSON
Thornville

05/09/2023

Dear Commissioners

5/2/2023

I oppose the Eastern Cottontail Project and
the other two projects for Fairfield County.

Why you might ask?

- 1) We are losing 2000 acres of farmland per
day in the United States
- 2) Ohio is among several states that have the
lowest amount of sunlight for a project
like this. Arizona is the highest.
- 3) The solar companies say after the contract, you
can return the land to original use. They
strip the topsoil, who is going to remove the
panels (they do shatter) and the pylons.
- 4) In a recent study by Harvard Business, they
found that the landfill won't be able
to handle the amount of solar panels.

Sincerely
Brenda Behm
Pickerington

I am very concerned with Health
& Safety of my family of my
family & neighbors if the solar
panels catch fire & the effects
on Buckeye Lake from them.
Also all the problems with
water safety & flooding.

Cindy Kinsey
8991 Lane, Thorn Rd
Pleas. Lane, Thorn Rd
(New Salem)

Walnut twp.

We need our county commissioners
to exclude all of Walnut Township from
industrial solar and preserve the
farmland and all the bad results.

Property values and the cost of electricity
will be impacted negatively!

Waiting is not good. We need action
on this now. *Paul Allright*

3678 Southbank RD NE
millersport OHIO 43046

I want you to know that I am opposed
to ANY Industrial or Community Solar Projects

These are not in the best interest of
the people.

Just Remember I am a voter and
my next vote will Count!!!

Wayne Harris
Pleasantville

Dear Sirs,

I'm writing to urge
you to exclude Walnut Top
from all industrial solar
and wind development.
After viewing the damage
created by the yellowbud
project, I have no
confidence that these
industries will benefit
our community and our
property values.

Regards,
Jessie
Blankenbuckler
Mellersport, OH

Fairfield City Commissioners, May 3rd, 2023

I do not want solar projects in Fairfield city.

① Safety of people living around these projects is very important. If these panels catch fire, the local fire departments do not have the equipment to fight the fire. Once these panels catch fire, they release toxic chemicals. Our people should not be put into harm from the chemicals.

② Please save our farm land to raise food!!
We can't lose any more valuable farm land to these solar projects.

Thanks for your time. - Please vote "NO"
to solar projects
Judy Kortman; 8000 Kingsfisher Lane
Pickerington, OH

Hello Fairfield City Commissioners ~~from~~ ~~5-3-23~~
~~Beth Smith Miller~~
~~12064 Bright~~

I oppose the solar projects in Fairfield City.
Residential solar use is fine.

① The land will never be used for farming if/when the solar panels are removed. They take the top soil off and put in tons of gravel stones. The posts will be left in the ground as they will be cut off at ground level.

② The local city roads will be damaged due to the large heavy equipment going over them constantly.

③ Safety to the local people around these projects can/will have increased in respiratory illness due to the dust from these projects. Dust will/has been huge to local areas - when doing these projects & afterwards.

Please vote "NO" to Solar Projects in Fairfield City.
Thanks

Jeff -

5-4-2023

Please save our precious
farmland —

No to Solar Panels!!!

Brad + Jenny Markwood

COLUMBUS OH 430

Dave -

5-4-2023

Please save our precious
farmland —

No to Solar Panels!!!

Brad + Jenny Markwood

Dear Sirs,

We are opposed
to the Industrial Solar
Farms in / around Fairfield
County.

Larry Miller Sport

Steve -

5-4-2023

Please save our precious
farmland —

No to Solar Panels!

Brad + Jenny Markwood

"Community Solar"



What is Community Solar?

- Per 134th General Assembly's H.B. 450 – A facility that generates electricity by means of a solar photovoltaic device and meets the following requirements:
 - 10MW capacity or less
 - Located in Ohio and is connected to the electric transmission grid; located on one or more adjacent and contiguous parcels, at least one mile away from other facilities from same group
 - At least three subscribers (none of whom own more than 40% of the output, not less than 60% receive less than 40kW)
 - Not controlled by an EDU (but may be under their affiliate)



OK, but what does that *mean*?

- Small-scale, subscription-based solar projects
 - Buy or lease share of the array, get a credit on your electric bill
 - Spread costs across large pool of people
 - Outsource interest in solar to locations where it can occur
 - Other jurisdictions allow for less than 50MW nameplate capacity
- Currently NOT allowed Ohio; H.B. 450 died (and has not been reintroduced)



Community Solar vs. Small Scale

- Some people say "community solar projects" when they mean any solar facility less than 50MW
- These are called "small-scale solar facilities," – owned/controlled by EGS or even individuals



Small-Scale Solar Facility

- Anything, from the panels seen on homes to larger arrays
- Good rule of thumb: about 5-10 acres per MW of generating capacity (currently)(So ~250-500 acres maximum for a small-scale facility)
- Ohio law – regulation depends on generation/output



Remember: Senate Bill 52

- Signed into law by Governor DeWine on July 12, 2021
- Effective October 11, 2021
- Applies to large-scale wind and solar facilities

(134th General Assembly)
(Substitute Senate Bill Number 52)

AN ACT

To amend sections 4906.01, 4906.02, and 4906.10 and to enact sections 303.57, 303.58, 303.59, 303.60, 303.61, 303.62, 4906.021, 4906.022, 4906.023, 4906.024, 4906.025, 4906.101, 4906.102, 4906.103, 4906.21, 4906.211, 4906.212, 4906.22, 4906.221, 4906.222, 4906.30, and 4906.31 of the Revised Code to permit a board of county commissioners to prevent power siting board certification of certain wind and solar facilities, to provide for ad hoc members of the power siting board, and to establish decommissioning requirements for certain wind and solar facilities.

Be it enacted by the General Assembly of the State of Ohio:

SECTION 1. That sections 4906.01, 4906.02, and 4906.10 be amended and sections 303.57, 303.58, 303.59, 303.60, 303.61, 303.62, 4906.021, 4906.022, 4906.023, 4906.024, 4906.025, 4906.101, 4906.102, 4906.103, 4906.21, 4906.211, 4906.212, 4906.22, 4906.221, 4906.222, 4906.30, and 4906.31 of the Revised Code be enacted to read as follows:



Now: House Bill 501

- Signed into law by Governor DeWine on January 5, 2023
- Effective April 6, 2023
- Applies to small-scale solar (and wind) facilities

(134th General Assembly)
(Substitute House Bill Number 501)

AN ACT

To amend sections 148.061, 303.213, 307.204, 503.01, 505.10, 505.266, 507.02, 507.021, 519.213, 713.081, 4113.52, 5709.41, 5709.74, 5709.75, 5709.78, and 5709.85 and to enact section 505.882 of the Revised Code to make various township law changes, to subject small solar facilities to local regulation, and to make an exception to the Uniform Depository Act for the treasurer and governing board that is a member of the Little Miami Joint Fire and Rescue District for certain investments of interim funds.

Be it enacted by the General Assembly of the State of Ohio:

SECTION 1. That sections 148.061, 303.213, 307.204, 503.01, 505.10, 505.266, 507.02, 507.021, 519.213, 713.081, 4113.52, 5709.41, 5709.74, 5709.75, 5709.78, and 5709.85 be amended and section 505.882 of the Revised Code be enacted to read as follows:

Sec. 148.061. (A) In addition to the program of deferred compensation that may be offered



Small-Scale Solar Regulation in Ohio

- H.B. 501
 - Amended R.C. 303.213 (Counties), 519.213 (Townships), 713.081 (Municipalities)
 - “(A)(2) ‘Small solar facility’ means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50MW”
- Only relevant statute for Fairfield County – R.C. 519.213



What does H.B. 501 actually do?

- Amends R.C. 519.231 further:
 - (B) . . . sections 519.02 to 519.25 of the Revised Code confer power on a board of township trustees or board of zoning appeals with respect to the location, erection, construction, reconstruction, change, alteration, maintenance, removal, use, or enlargement of any small wind farm or small solar facility, whether publicly or privately owned, or the use of land for that purpose.



Implementing Regulatory Language

- This process is an amendment to the Township's Zoning Code and follows R.C. 519.12
 - Hence no County-level solution
- Draft language available for Townships to use (if interested)



R.C. 519.12

- Either Trustees pass a resolution, township zoning commission (TZC) makes a motion, or citizen initiative sent to Trustees – all ultimately reviewed by TZC
- If submitted, TZC sets a public hearing and forwards a copy on to Regional Planning Commission for their review
- After hearing, TZC recommends approval or denial or amendment or modifications, sends on to Trustees
- Trustees hold a public hearing, afterwards either adopt or deny recommendation or a modification thereof
- If adopted, citizens have 30 days to file for a referendum



Conclusions

- Does not change regulatory scheme of S.B. 52
- Statute allows for local control over small-scale solar (and wind) facilities
- Places SSF under governmental subdivision's zoning code



REGULAR MEETING #19
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
MAY 09, 2023

AGENDA FOR TUESDAY, MAY 09, 2023

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for May 2, 2023
- Commissioners
- 2023-05.09.a A resolution approving the reappointment of Dr. Margaret Quamme to the
Fairfield County District Library Board. [Commissioners]
- 2023-05.09.b A resolution of conversion of a prior year 2021 encumbrance (X-mode) to
current year appropriations; and appropriate from unappropriated expenditure
object category for Fund# 3879. [Commissioners]
- 2023-05.09.c A resolution to approve an authorized use of American Rescue Plan fiscal
recovery funding and appropriate from unappropriated funds for the County ARP
fiscal recovery fund, #2876, for contract services to scan Finance and Payroll
historical documents. [Commissioners]
- Fairfield County Auditor- Finance
- 2023-05.09.d A resolution authorizing a fund to fund transfer. Auditor – Fund 1080
[Auditor- Finance]
- Fairfield County Engineer
- 2023-05.09.e A Resolution to Approve the Contract with J&J Bridge Co., Inc. for the
GRE-13 FAI-CR31-5.457 Coonpath Road over a Tributary to Fethers Run Bridge
Replacement Project. [Engineer]
- 2023-05.09.f A Resolution to Approve the Notice to Commence for the GRE-13 Bridge
Replacement Project [Engineer]
- 2023-05.09.g A Resolution to Approve the Contract with Asphalt Materials, Inc. for the
Purchase of Liquid Asphalt. [Engineer]
- 2023-05.09.h A Resolution to Approve the Notice to Commence for the Purchase of
Liquid Asphalt [Engineer]
- 2023-05.09.i A Resolution to Approve the Contract Bid Award for the HOC-08,
FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project.
[Engineer]

Fairfield County Family, Adult and Children First Council

2023-05.09.j A resolution of a grant amendment between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services. [Family, Adult and Children First Council]

2023-05.09.k A resolution regarding a grant agreement between the Fairfield County Board of Commissioners and the Ohio Department of Medicaid. [Family, Adult and Children First Council]

Fairfield County Job and Family Services

2023-05.09.l A resolution regarding an service agreement between Functional Training Services, Inc. and Job & Family Services, Community Services Division [JFS]

2023-05.09.m A resolution regarding a Purchase of Service Contract between Functional Training Services, Inc. and Job & Family Services, Community Services Division [JFS]

Payment of Bills

2023-05.09.n 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 May 16, 2023, 9:00 a.m.

Adjourn

Regular Meeting #18 - 2023
Fairfield County Commissioners' Office
May 2, 2023

Review Meeting

The Commissioners met at 1:00 p.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Rick Szabrak, Steven Darnell, Dr. Carri Brown, Lisa McKenzie, Jim Bahnsen, Jason Grubb, Stephanie Taylor, Judy Stemen, Ray Stemen, Melissa Hoover, Scott Barr, Francis Martin, Barb Martin, Sherry Pymmer, Betty Elder, Frank Uhl, Paris Walker, Yancy Shaw, and Kim Elder.

Attending virtually: Ashley Lynch, Deborah, Shelby Hunt, Evan Martin, Stacy Hicks, Jessica Murphy, Britney Lee, Jared Collins, Sara Madenwald, Tony Vogel, Jeff Barron, Jonathan Ferbrache, Becky, and Nikki Drake.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and explained the reason for the meeting's time change. He spoke about the Multi-County Juvenile Detention Center (MCJDC) meetings that the Commissioners had attended that morning and stated that MCJDC had been invited to speak at a Commission meeting.

Budget Update

Budget Director, Bart Hampson, thanked the Commissioners for the opportunity to present and thanked Staci Knisley and the rest of his staff for their invaluable efforts in working on the budget and General Fund financials. He also thanked those that had previously worked on the financial status of the County and acknowledged their leadership and foresight.

Mr. Hampson presented on the financial position of the General fund after the finish of the first quarter of 2023. He provided a PowerPoint presentation with statistics and graphs that is available in the minutes and spoke on General Fund revenues and expenses, as well as his financial analysis and reporting techniques.

Treasurer Bahnsen stated that the interest rates allowed the interest revenue to come in at \$1.5M instead of the projected \$200,000.

Commissioner Davis thanked everyone for their diligence with investment income.

Mr. Hampson continued by speaking on sales tax revenue.

Commissioner Davis added that the Annual Sales Tax graph shows a downturn at the end of the graph and that the downturn is a projection, and not an actual accounting of the revenue.

Mr. Hampson stated that personnel services are the largest percentage of expenditure, but that the expenditure was lower than anticipated.

IT Director, Dan Neeley explained the hardware and implementation project that made up some of the General Fund expenditures.

Deputy County Administrator, Jeff Porter, stated that the county's health insurance costs are currently higher than any year since becoming self-funded, and added that the county will be looking at ways to manage these increases.

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Fairfield County Commissioners' Office
May 2, 2023

Commissioner Davis stated that the health insurance fund is incredibly healthy even with higher than normal claims.

Commissioner Fix stated that he has asked for a specific tool that helps analyze finances and added that he appreciates Mr. Hampson's assistance in providing that tool.

Auditor Brown spoke about the sophistication of a financial modeling tool.

The Commissioners thanked Mr. Hampson for his presentation.

Public Comment

Scott Barr of Amanda stated he is taking a stand for agricultural lands, residential communities, and smart solar energy. He added that he stands against destructive industrial projects. Mr. Barr provided a handout to the Commissioners that is available in the minutes.

Melissa Hoover of Pleasantville stated that zoning rules help to assure property values are maintained. Ms. Hoover read excerpts from the Walnut Township zoning rules and spoke about property rights and her concerns regarding solar energy projects. Ms. Hoover (Conner) provided a letter that is contained in the minutes.

Ray Stemen of Lancaster spoke about property rights and programs in other states that are adversely affected by solar farms.

Judy Stemen of Lancaster spoke about the constitution and elected officials. She also spoke about her concerns regarding the COVID-19 vaccine.

Frank Uhl of Lancaster stated he is part of a union that is in favor of solar projects. He added that there are misconceptions about soil erosion and that organic farming would be available after the solar farm projects are removed.

Paris Walker of Canal Winchester stated that he is a representative of Union 423 and that the Union is thrilled to be a partner of the Eastern Cottontail Solar project.

Francis Martin of Pleasantville spoke about land usage and other feasible locations for solar fields.

Stephanie Taylor of Habitat for Humanity of Southeast Ohio thanked the County Administration team for volunteering to work on the new home being built in Pleasantville. She also spoke about the building of walls at the Workforce Center, for that home.

Sherry Pymer of Walnut Township spoke about her farmland and about being approached by solar developers. She stated that she must comply with zoning rules and that she would like exclusionary zones in the county. She added that development would provide for an abundance of union jobs and that she believed solar panels will be obsolete in just a few years. She concluded by stating that Ohio could be energy independent with coal.

Commissioner Davis spoke about the reason for the Public Comment rules and added that they are designed for everyone's safety and comfort.

Legal Update

There was no legal update.

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Fairfield County Commissioners' Office
May 2, 2023

County Administration Update

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

Week in Review

American Rescue Plan Update

From the \$30,606,902 received as the first and second tranche of fiscal recovery funds. \$23.7M has been appropriated, \$12.9M expended, \$4.5M encumbered or obligated.

Treasurer Sprague Visits the OSU Extension Program Real World Real Money

Treasurer Sprague visited Rushville to learn more about OSU Extension's Real World Real Money program.

Assistant Clerk, Bennett Niceswanger shared his program experiences with Treasurer Sprague.

Township Trustee Meeting

County Leadership attended the recent Township Trustee (OTA) meeting to share information on how to properly plan for the growth that is coming to Fairfield County.

Commissioner Fix provided additional information regarding the OTA meeting.

County Leadership Conference

The annual County Leadership Conference is May 23 from 8-12 and will be held at the Liberty Center. All County supervisors, managers, directors, and elected officials are invited to attend. Thank you to Jon Kochis for his work in getting the AV at the Liberty Center ready for this and other early summer events.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 8 resolutions for the voting meeting.

Resolutions of note:

- A resolution to allow proper accounting and appropriate funds into the Sheriff Office's Capital Outlay Fund for reimbursement of monies received by the General Fund for a Sheriff's vehicle that was declared totaled by CORSA.
- A resolution authorizing Facilities to purchase a 2022 Dodge Ram 2500.

Recognition

- Thank you to Jon Kochis for his quick work at the Liberty Center area when dealing with a cut fiber situation.

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Fairfield County Commissioners' Office
May 2, 2023

- Karie Stone, Career Navigator for Fairfield County ESC/Fairfield 33 Alliance, shared that all 14 of the Workforce Center students that took the national exam to become a Certified Phlebotomy Technician passed!
- County Auditor, Dr. Brown, thanked GIS for quickly gathering parcel information associated with questions about the solar map.
- County Auditor, Dr. Brown, thanked the BOR team for how well the hearings are progressing and for examining new, efficient ways of doing business. We have received thank you notes from BOR complainants expressing their appreciation for the professionalism and efficiency of the process.
- County Auditor, Dr. Brown, shared appreciation for the partnership with Soil and Water Conservation District, OSU Extension, and many other volunteers who are working on landscaping upgrades at 108 N. High. The upgrades will have a community education aspect and will also make things easier to maintain from a Facilities standpoint.
- County Auditor, Dr. Brown, thanked Jeff Porter and Bart Hampson for the quick response and guidance relating to available ARP funding.
- County Auditor, Dr. Brown, thanked Becky Schaade with the Fairfield County District Library for her presentation about their services.
- County Auditor, Dr. Brown, thanked the Finance Department for the quick support provided to ADAMH at the closing of Venture Place property.
- County Auditor, Dr. Brown, thanked the Payroll Department for working closely with Athens County to be of support to them at a time when they have multiple vacancies.

Calendar Review/Invitations Received

- Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen
 - Regional Planning Commission Meeting, May 2, 2023, 5:30 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - Governor's Executive Workforce Board Meeting, May 3, 2023, 10:30 a.m., Scotts Miracle-Gro Corporate Headquarters, 14111 Co. Hwy. 105, Marysville
 - Commissioner Budget Process Presentation to State SWCD Staff, May 4, 2023, 11:00 a.m., Ohio Department of Agriculture, 8995 E. Main St., Reynoldsburg
 - Economic Development and Planning Next Strategic Plan Staff Update, May 4, 2023, 2:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
 - Law Enforcement Memorial Service, May 5, 2023, 11:00 a.m., Downtown Lancaster
 - Wear Orange May 9, 2023, to Raise Awareness of the Need and Impact of Supervised Visitation
 - Invitation to the Commissioners from the Fairfield County Sheriff's Office and Sheriff Lape for the 2022 Annual Recognition Ceremony, May 25, 2023, 12:00 p.m., Liberty Center, 951 Liberty Drive, Lancaster
 - World Elder Abuse Awareness Day Event – Wear Purple, June 15, 8:00 a.m. – 10:00 a.m., Liberty Center, 951 Liberty Dr., Lancaster

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Correspondence

- Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen
- Press Release, Fairfield County Family, Adult and Children First Council, April 25, 2023, "Fairfield County Family, Adult and Children First Council Awarded \$3,000 for Perinatal Cluster Initiative"
- Memo from Dr. Carri Brown, County Auditor, April 26, 2023, Subjects: Population, Personal Income, Per Capita Income, Median Household Income, Median Age, Educational Attainment, Unemployment Rate, Average Sales Price of Residential Property, and Total Assessed Valuation Statistics – Summary of Selected Annual Comprehensive Financial Report Statistics.
- Newsletter, "Auditor's Ledger: News for the County Auditor's Office", May 2023
- Report from the Prosecutor's Office, 2024 Appropriations for Compensation of Elected Officials
- Quarterly Newsletter from the Fairfield County Health Department, "Health Matters"
- Announcement from the Fairfield County Health Department, "Board of Health Adds New Members, Elects Officers"
- County Auditor's Map of the Month – Severe Weather Events in Fairfield County
- Letters and Emails from Fairfield County Residents Regarding Solar Energy
- Letter from Pelotonia President, Joe Apgar, Regarding Annual Pelotonia Event on August 5, 2023
- Informational Flyer from OSU Extension, College of Food, Agricultural, and Environmental Sciences, regarding Food Preservation Classes

Old Business

Administrator Cordle and Economic and Workforce Development Director, Rick Szabrak, spoke about a Mid-Ohio Regional Planning Commission (MORPC) presentation and added that Commissioner Davis' personal story is very impactful when he presents on related subjects.

Commissioner Davis stated that he appreciated being asked to speak at the event.

Commissioner Levacy spoke about having lunch at the Governor's mansion to talk about Dolly Parton's Imagination Library. He thanked Carrie Woody and United Way for their assistance in the initiative.

Commissioner Fix spoke about the MCJDC meeting and stated that the outcome was a strong agreement, and the best contract, between the entities in recent years. He also spoke about the Amanda Township, Transportation Improvement District, and Region 18 OneOhio meetings from the prior week. He added that he met with Mayor Scheffler of Lancaster earlier in the day regarding development.

Auditor Brown highlighted the increase of median housing sales and added that her office is tracking efficiencies with the implemented SaaS system.

Commissioner Davis spoke about conversations with the Fairfield County Parks District regarding donated property.

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Fairfield County Commissioners' Office
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New Business

Commissioner Levacy expressed his excitement to be attending the Governor's Executive Workforce Board meeting the following day. He also spoke about the state budget request that would allow for the expansion of projects at the Workforce Center.

Commissioner Fix stated that he would be attending a meeting in Thurston to continue conversations on development. He added that he would also be meeting with Eastland-Fairfield Career Center representatives.

Commissioner Davis mentioned his speaking engagement with SWCD and added that he would be presenting on the Commissioner budget process.

Auditor Brown stated she participated in the Chamber's Civics Bee and added that it was very rewarding to see the knowledge of youth on the U.S. Constitution.

Regular (Voting) Meeting

The Commissioners met at 1:00 p.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Rick Szabrak, Steven Darnell, Dr. Carri Brown, Lisa McKenzie, Jim Bahnsen, Jason Grubb, Stephanie Taylor, Judy Stemen, Ray Stemen, Melissa Hoover, Scott Barr, Francis Martin, Barb Martin, Sherry Pymmer, Betty Elder, Frank Uhl, Paris Walker, Yancy Shaw, and Kim Elder.

Attending virtually: Ashley Lynch, Deborah, Shelby Hunt, Evan Martin, Stacy Hicks, Jessica Murphy, Britney Lee, Jared Collins, Sara Madenwald, Tony Vogel, Jeff Barron, Jonathan Ferbrache, Becky, and Nikki Drake.

Pledge of Allegiance

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

Announcements

There were no additional announcements.

Approval of Minutes for April 25, 2023

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, April 25, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Board of Commissioners

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

Regular Meeting #18 - 2023
Fairfield County Commissioners' Office
May 2, 2023

2023-05.02.a A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for United Way in conjunction with Dolly Parton's Imagination Library.

2023-05.02.b A resolution to appropriate from unappropriated funds in a major expenditure object category for the Fairfield County Sheriff Department, General Fund# 1001

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

2023-05.02.c A Resolution to Approve the Contract with Russell Standard Corporation for the 2023 Crack Sealing Project.

2023-05.02.d A Resolution to Approve the Notice to Commence for the 2023 Crack Sealing Project

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Facilities

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

2023-05.02.e A resolution authorizing the purchase of a 2022 Dodge Ram 2500, from KeyCJDR Tobey Auto Group for a total cost of \$58,590.

Mr. Kochis stated that Facilities needed the truck and that it would be purchased from a dealership in Xenia.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

2023-05.02.f A resolution to Establish a Drainage Maintenance District for the Meadowmoore Reserve Section 2, Phase 1 Subdivision

Commissioner Fix asked about drainage districts.

Jason Grubb, Deputy Director of Operations for the Engineer's Office stated his office is working with a contractor on this topic.

Roll call vote of the motion resulted as follows:

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

Regular Meeting #18 - 2023 – May 2, 2023

- 7 -

2023-05.09.a

A resolution approving the reappointment of Dr. Margaret Quamme to the Fairfield County District Library Board.

WHEREAS, Dr. Margaret Quamme was appointed to serve a seven-year term on the Fairfield County District Library Board; and

WHEREAS, the Board of Commissioners is authorized to appoint qualified individuals to serve on the Board and reappoint current members of the Board; and

WHEREAS, Dr. Quamme has expressed an interest and willingness to continue serving on the board and has requested to be reappointed to fill another seven-year term on the Board.

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

Section 1. That the Fairfield County Board of Commissioners hereby reappoints Dr. Margaret Quamme to serve an additional seven-year term on the Fairfield County District Library Board.

Section 2. That this appointment is effective June 1, 2023, expiring May 31, 2030.

Prepared by: Bennett Niceswanger
Cc: Fairfield County District Library Board

Resolution No. 2023-05.09.a

A resolution approving the reappointment of Dr. Margaret Quamme to the Fairfield County District Library Board.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-05.09.b

A resolution of conversion of prior year 2021 encumbrance (X-mode) to current year appropriation and appropriate from unappropriated expenditure object category for Fund# 3879.

WHEREAS, prior year encumbrances expired in the amount of \$157,411.50; and

WHEREAS, appropriate from unappropriated into a major expenditure object category is necessary for budgeting purposes to pay the remainder of the contract.

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

Section 1. Request that the County Auditor to convert prior year 2021 appropriations to current budget year 2023 \$ 157,411.50 as follows, showing as debit to fund cash:

Fund# 3879- 001000 Balance Sheet Cash Account \$157,411.50
PO# 21005891

Section 2. Request that the Fairfield County Auditor appropriate from unappropriated funds into a major expenditure category for capital outlay:

\$157,411.50 12387900 capital outlay

For Auditor's Office Use Only:

Section 2. \$157,411.50 to: 12387900 570000

Section 3. Request the Fairfield County Auditor on behalf of the Budget Commission, issue an adjusted Certificate reducing the carryover encumbrance (x-mode) by <\$157,411.50> for Fund# 3879 Energy Fund.

Resolution No. 2023-05.09.b

A resolution of conversion of a prior year 2021 encumbrance (X-mode) to current year appropriations; and appropriate from unappropriated expenditure object category for Fund# 3879.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for contract services to scan Finance and Payroll historical documents.

WHEREAS, Fairfield County has received direct payments from the U.S. Treasury under the Coronavirus State and Local Fiscal Funds authorized by the American Rescue Plan Act, referred to as fiscal recovery funds;

WHEREAS, Fairfield County will use the funding in accordance with the American Rescue Plan Act and guidance from the U.S. Treasury;

WHEREAS, on April 20, 2021, Fairfield County set up a special revenue fund to receive the funds and account for the use of the funds (with special revenue fund #2876);

WHEREAS, on April 1, 2022, the U.S. Treasury issued its final rule;

WHEREAS, uses of the fiscal recovery fund based on the federal legislation can be to:

- Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- Allow for the provision of government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (i.e., January 20, 2020); or
- Allow for the standard allowance of up to \$10,000,000 million dollars for the provision of government services; or
- Make necessary investments in water, sewer, or broadband infrastructure.

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for contract services to scan Finance and Payroll historical documents.

WHEREAS, the Fairfield County Commissioners through resolution on January 25, 2022 authorized the election of the standard allowance up to \$10,000,000 for revenue loss; and

WHEREAS, the proposed project is for scanning services associated with Finance and Payroll historical records to improve the efficiency of records storage and to improve access to historical records. Scanning the hard copy records into digital files will improve information access and flow, reduce physical handling, increase efficiency, and secure the historical records.

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

Section 1. The Board of County Commissioners approves the use of ARP fiscal recovery funds as a response to the Coronavirus public health emergency and as part of the provision of government services for the purpose of scanning Finance and Payroll historical records, consistent with the allowable use noted in the recitals above and in the U.S. Department of Treasury guidance.

Section 2. The Board of County Commissioners authorizes the County Administrator to sign the contract for the scanning of the Finance and Payroll historical records.

Section 3. The Board of County Commissioners requests the County Auditor approve appropriations from unappropriated funds for fund #2876, as follows in the major category of expenditures of Contract Services:

12287600 Contract Services \$ 20,000

For County Auditor Use Only:

Section 3. Update the following appropriations:

\$ 20,000 12287600 530000 R61I Contract Services

Resolution No. 2023-05.09.c

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for contract services to scan Finance and Payroll historical documents.

(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.
Auditor – Fund 1080

WHEREAS, after unclaimed monies are held within the Trust 1080 for 5 Years, the remaining unclaimed monies should be transferred to the General Fund; and

WHEREAS, unclaimed money for the year 2017 totaling \$33,674.08 have been held in Trust for the required amount of time and should now be, transferred to the General Fund, (Claimants may still appeal to the Commissioners in the future),

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

Section 1. That the transfer of funds in the amount of \$33,674.08 is hereby authorized as follows:

From: 24108000 700000 Transfers Out
To: 00100110 439100 Transfers In

Prepared by: Lori Hampshire

<u>Pay-in Date</u>	<u>NAME</u>	<u>DATE</u>	<u>CHECK #</u>	<u>AMOUNT</u>
3/3/2017	AL-ASSAAD, NIHAD & RANDA	01/27/15	75748	\$23.81
3/3/2017	AL-ASSAAD, NIHAD & RANDA	04/28/15	76692	\$71.43
3/3/2017	AL-ASSAAD, NIHAD & RANDA	06/30/16	77355	\$23.81
3/3/2017	AL-ASSAAD, NIHAD & RANDA	07/28/15	77678	\$23.81
3/3/2017	AL-ASSAAD, NIHAD & RANDA	08/28/15	78030	\$23.81
3/3/2017	AL-ASSAAD, NIHAD & RANDA	09/28/15	78251	\$23.81
3/3/2017	AL-ASSAAD, NIHAD & RANDA	10/27/15	78633	\$23.81
3/3/2017	AL-ASSAAD, NIHAD & RANDA	11/30/15	78909	\$23.81
3/3/2017	ANDERSON III, ROBERT C	04/15/15	76546	\$85.50
3/3/2017	BARREN & MERRY	01/07/15	75533	\$214.00
3/3/2017	BEAUPRE, NIKI L	10/12/15	78467	\$25.00
3/3/2017	BOHANAN JR., JAMES NEIL	04/30/15	76763	\$0.18
3/3/2017	BP	05/27/15	76949	\$124.01
3/3/2017	CALVARY UNITED METHODIST	07/27/15	77623	\$114.29
3/3/2017	COLLINS, CAMDEN & JACKIE	06/10/15	77172	\$2.00
3/3/2017	DAVIS, STEPHANIE DENISE	10/12/15	78471	\$14.00
3/3/2017	DEB SHOP #268	07/28/15	77703	\$27.62
3/3/2017	DEHAINAUT, F. ANDREW	02/26/15	76090	\$9.52
3/3/2017	DIERKES, RICHARD	11/10/15	78767	\$2.41
3/3/2017	DINEEN, JOHN & HELEN	03/27/15	76356	\$150.00
3/3/2017	DRUMMOND FINANCIAL SERVICES	08/28/15	1490	\$15.00
3/3/2017	ERRETT, RUSSELL W	01/07/15	75565	\$152.18
3/3/2017	HANKISON II, RANDY LEE	07/29/15	77732	\$102.50
3/3/2017	HARRIS, MICHAEL E	02/25/15	76061	\$0.50
3/3/2017	HARTSON, TRACEY	12/03/15	78967	\$4.75
3/3/2017	HARTSON III, WILLIAM H	10/09/15	78446	\$4.75
3/3/2017	HITT, ARON	05/12/15	76826	\$0.09
3/3/2017	HUNT, MAXINE	04/28/15	76684	\$95.24
3/3/2017	JOHNSON JR., ROBERT	06/24/15	77315	\$50.75
3/3/2017	MARSHALL, SONYA	01/22/15	75692	\$77.14
3/3/2017	MATOLTSY, GREGORY & TIFFANY	05/15/15	76889	\$0.09
3/3/2017	MCCORMACK, LISA	04/28/15	76679	\$10.47
3/3/2017	MEADOWS, NIKOLET	07/29/15	77731	\$105.50
3/3/2017	O'MALLEY, WILLIAM J	03/05/15	76166	\$22.51
3/3/2017	PARDON, RHONDA A	01/15/15	75626	\$34.50
3/3/2017	PARKS, LORETTA	07/29/15	77730	\$11.50
3/3/2017	POWELL, SHAWN M	01/07/15	75566	\$55.82
3/3/2017	RADIO SHACK CORPORATION	01/26/15	75708	\$47.62
3/3/2017	RIEDER, MELISSA M	12/17/15	79036	\$54.00
3/3/2017	RIEDER, PERRY E	05/20/15	76902	\$64.00
3/3/2017	SEEL, KACY RAY	06/18/15	77275	\$1.00
3/3/2017	SEESHOLTZ, CAROL	01/27/15	75716	\$47.62
3/3/2017	SEESHOLTZ, CAROL	05/27/15	76953	\$85.71
3/3/2017	SEESHOLTZ, CAROL	07/27/15	77624	\$114.29
3/3/2017	SEESHOLTZ, CAROL	09/28/15	78216	\$95.24
3/3/2017	SEMAN JR, RICHARD T	01/07/15	75563	\$38.00
3/3/2017	SENAT, STEVIE DENISE	02/05/15	75902	\$98.50
3/3/2017	SMITH, JERMAINE B	04/13/15	76503	\$0.59
3/3/2017	STEELEY, RAMONA	01/07/15	75562	\$4,762.00
3/3/2017	TAYLOR, WILLIAM	12/31/15	79174	\$81.50
3/3/2017	WELCH, TINA L	12/30/15	79152	\$378.54
3/3/2017	WELLMAN, PARENT OF ALEX	07/28/15	77706	\$5.00
3/3/2017	WHEELER, THOMAS A	06/23/15	77296	\$225.00

3/3/2017 WILKINSON, JOSIAH A
 3/3/2017 ZAK, MATTHEW DAVID

06/24/15
 01/07/15

77310 \$4.00
 75558 \$68.00
-\$77.14

\$7,843.39 -77.14

-378.54

\$7,464.85 PAYIN

PROBATE

CASE#

AMOUNT

3/7/2017 BROWN ESQ, STEPHEN D
 3/7/2017 COULTAS III, WILLIAM R
 3/7/2017 GUNTHER, TAMARA L
 3/7/2017 NICKSON, AMIR
 3/7/2017 OGG, JERRY
 3/7/2017 PETTET, DONALD E
 3/7/2017 ROSA, ESTHER

68477 \$8.00
 68469 \$8.18
 70064 \$2.02
 70311 \$25.52
 69706-A \$31.00
 70211-A \$10.78
 69958 \$7.50

\$93.00 TOTAL PAYIN

PROBATE

CASE#

7/6/2017 EST OF WILLIAM WHITE, FOR ROBERT DOWELL

70008 \$8,236.84 PAYIN

\$8,236.84 TOTAL PAYIN

Juvenile court

CASE#

AMOUNT

3/7/2017 CICA, STEPHAN
 CICA, STEPHAN
 CICA, STEPHAN
 MCALLISTER, BRIAN
 RICCI SR., PAUL
 VANMETER, CODY
 WILSON, AUSTIN ANDREW
 WILSON, AUSTIN ANDREW

2014-DL-279 \$18.18
 2014-DL-280 \$9.09
 2014-DL-279,280 \$17.59
 2014-DL-279 \$18.18
 2006-DL-259 \$2.95
 2014-DL-279,280 \$18.47
 2015-DL-104 \$1.67
 2015-DL-105,106 \$3.34

\$89.47 TOTAL PAYIN

11/20/2017 ADDISON SAUNDERS	5247398	\$	6.00	AUDITOR
10/30/2017 AJA CARPENTER	5245936	\$	6.00	AUDITOR
09/18/2017 ALANA MARIE WICKE	5242958	\$	6.00	AUDITOR
04/10/2017 ALEXA HOGG	5231861	\$	6.00	AUDITOR
09/18/2017 ALEXANDER J KARDOS	5242979	\$	30.00	AUDITOR
02/27/2017 ALICIA M ANDERSON	5229001	\$	30.00	AUDITOR
10/02/2017 ANGELA D'INNOCENZO	5244000	\$	6.00	AUDITOR
10/02/2017 ASHLEY BOYD	5244002	\$	6.00	AUDITOR
05/30/2017 ASHLYN M ENGLAND	5235424	\$	6.00	AUDITOR
03/20/2017 AUSTIN BLAKE	5230551	\$	6.00	AUDITOR
09/18/2017 AUSTIN MOORE	5242959	\$	6.00	AUDITOR
11/02/2017 BLAIR, LARRY &	5246023	\$	74.44	AUDITOR
12/14/2017 BLAIR, LARRY &	5249015	\$	74.44	AUDITOR

08/28/2017 BRANDI SWARTZEL	5241597	\$	6.00	AUDITOR
12/11/2017 BRANDY WHITE	5248899	\$	6.00	AUDITOR
10/16/2017 BRENDA JENKINS	5245108	\$	6.00	AUDITOR
10/02/2017 BRENDON F PARSH	5244070	\$	30.00	AUDITOR
05/30/2017 BROOK L CABLE	5235425	\$	6.00	AUDITOR
08/07/2017 CASEY KESSLER	5239995	\$	6.00	AUDITOR
11/20/2017 CASSADY, WILLIA	5247352	\$	30.00	AUDITOR
02/13/2017 CASSIE J CADE	5228074	\$	6.00	AUDITOR
05/15/2017 CAUDILL, MONDA S	136846	\$	151.68	PAYROLL
02/02/2017 CHALFANT, TOM	5227237	\$	18.84	AUDITOR
10/02/2017 CHARLES BROWN	5244012	\$	6.00	AUDITOR
08/07/2017 CHEYENNE MERRIMAN	5239996	\$	6.00	AUDITOR
08/14/2017 CHRISTOPHER COOK	5240577	\$	6.00	AUDITOR
05/30/2017 CHRISTOPHER E GAYNOR	5235426	\$	6.00	AUDITOR
05/15/2017 CORY M HICKS	5234535	\$	30.00	AUDITOR
02/16/2017 COTTRELL, JASON	5228314	\$	18.84	AUDITOR
09/28/2017 COTTRELL, JASON	5243610	\$	55.83	AUDITOR
08/31/2017 CRAMER, DANIEL	5241833	\$	18.84	AUDITOR
11/27/2017 CUPP, HAROLD	5247792	\$	200.00	AUDITOR
10/16/2017 DALLAS ADAM KIGER	5245110	\$	6.00	AUDITOR
03/23/2017 DEAF SERVICES C	5230701	\$	168.38	AUDITOR
04/10/2017 DEANNA WALLACE	5231865	\$	6.00	AUDITOR
09/18/2017 DELANEY JACOBS	5242962	\$	6.00	AUDITOR
04/10/2017 DEMETRIUS CLARK	5231866	\$	6.00	AUDITOR
12/11/2017 DESERT NEWCO LL	5248858	\$	47.97	AUDITOR
10/02/2017 DEVIN MCDONALD	5244020	\$	6.00	AUDITOR
03/13/2017 DIANE L PETERS	5230027	\$	120.00	AUDITOR
01/30/2017 DONALD GRIFFIN	5227091	\$	6.00	AUDITOR
04/24/2017 DURANT FERGUSON	5232885	\$	6.00	AUDITOR
04/24/2017 DUSTIN C TROTT	5232906	\$	30.00	AUDITOR
08/28/2017 DUSTIN MOHLER	5241598	\$	6.00	AUDITOR
12/04/2017 EVANS, ROBERT &	5248282	\$	17.66	AUDITOR
05/11/2017 FAIRFIELD MEDIC	5233926	\$	35.00	AUDITOR
10/30/2017 FINK, LARRY S	5245931	\$	1.01	AUDITOR
03/30/2017 FLUTTERBY CERAM	5231274	\$	50.00	AUDITOR
06/15/2017 FLUTTERBY CERAM	5236567	\$	50.00	AUDITOR
10/05/2017 FLUTTERBY CERAM	5244288	\$	50.00	AUDITOR
05/01/2017 GABRIELLE NICOLE COOPER	5233418	\$	6.00	AUDITOR
03/16/2017 GEOSHACK OH LLC	5230156	\$	1,037.50	AUDITOR
05/01/2017 GILBERT FRANKLIN DAVIS JR	5233419	\$	6.00	AUDITOR
06/12/2017 GLORIA SHAHAN	5236288	\$	6.00	AUDITOR
06/29/2017 GRAVES, CORTEZ	5237662	\$	50.00	AUDITOR
08/28/2017 GREGORY P MULHOLAND	5241613	\$	52,193.77	AUDITOR
01/26/2017 GRIFFIN, JORAN	5226871	\$	660.00	AUDITOR
02/16/2017 HARMON, JORDAN	5228429	\$	45.00	AUDITOR
06/29/2017 HARMON, JORDAN	5237661	\$	125.00	AUDITOR
10/05/2017 HARMON, JORDAN	5244298	\$	25.00	AUDITOR
12/15/2017 HARMON, JORDAN	5249702	\$	40.00	AUDITOR
03/30/2017 HARVEY, SUSAN	5231272	\$	94.20	AUDITOR
11/17/2017 HIGHLAND, ANNE M	137687	\$	151.68	PAYROLL
07/13/2017 INTEGRATED SERV	5238262	\$	23.98	AUDITOR
07/13/2017 INTEGRATED SERV	5238263	\$	61.04	AUDITOR
11/20/2017 JACKIE BEAL	5247406	\$	6.00	AUDITOR
01/23/2017 JACOB BENJAMIN GIAMMARINO	5226486	\$	6.00	AUDITOR
07/03/2017 JAMES DURROH JR	5237904	\$	6.00	AUDITOR

10/02/2017	JEFFERY BASH	5244031	\$	31.68	AUDITOR
12/15/2017	JEFFERY BASHAM	5249637	\$	31.68	AUDITOR
08/07/2017	JEFFREY LEWIS	5239998	\$	6.00	AUDITOR
11/20/2017	JENNIFER M. WARD	5247408	\$	6.00	AUDITOR
12/15/2017	JESSICA MASON	5249638	\$	6.00	AUDITOR
03/20/2017	JESSICA PIERCE	5230566	\$	6.00	AUDITOR
10/02/2017	JESTIN BROWN	5244033	\$	6.00	AUDITOR
08/07/2017	JOANN CRIST	5239999	\$	6.00	AUDITOR
05/01/2017	JOHN LUCAS	5233420	\$	6.00	AUDITOR
10/02/2017	JONATHON MICHAEL SHADWICK	5243990	\$	6.00	AUDITOR
04/10/2017	JORDAN FERGUSON	5231869	\$	6.00	AUDITOR
04/24/2017	JORDAN TYLER	5232886	\$	6.00	AUDITOR
09/21/2017	JORDAN, DARREN	5243194	\$	32.70	AUDITOR
10/30/2017	JOSEPH ANTHONY JOHNSON	5245940	\$	6.00	AUDITOR
10/02/2017	JOSEPH GRAY	5244035	\$	6.00	AUDITOR
03/20/2017	JOSEPH SMITH	5230572	\$	6.00	AUDITOR
08/07/2017	JOSEPH WILLIAM MARTIN	5240000	\$	6.00	AUDITOR
02/23/2017	JUDICIAL COLLEG	5228692	\$	2,159.35	AUDITOR
10/02/2017	KAITLYN KOCHER	5244037	\$	6.00	AUDITOR
09/11/2017	KARADAK, MICHAEL	5242508	\$	633.64	AUDITOR
09/18/2017	KATHY JACKSON	5242968	\$	6.00	AUDITOR
04/24/2017	KAYLA CASTO	5232888	\$	6.00	AUDITOR
11/20/2017	KEAGYN LONG	5247410	\$	6.00	AUDITOR
10/30/2017	KEITH NATHAN CRIST	5245942	\$	6.00	AUDITOR
11/20/2017	KELLER, DANA	5247348	\$	30.00	AUDITOR
10/16/2017	KELLY JO ADAMS	5245111	\$	6.00	AUDITOR
10/02/2017	KEVIN R SMITH	5244097	\$	60.00	AUDITOR
03/02/2017	KING, BRET	5229137	\$	131.88	AUDITOR
10/02/2017	KORRI GREEN	5244039	\$	6.00	AUDITOR
07/03/2017	KRISTIN BICKEL	5237905	\$	6.00	AUDITOR
11/20/2017	KYA SAUNDERS	5247411	\$	6.00	AUDITOR
03/20/2017	KYLE BLAKE	5230575	\$	6.00	AUDITOR
11/20/2017	LEAH SAUNDERS	5247412	\$	6.00	AUDITOR
12/15/2017	LELAND SCHROEDER III	5249641	\$	6.00	AUDITOR
08/07/2017	LINDSAY AUSTIN	5240002	\$	6.00	AUDITOR
02/13/2017	MALIKA SPIRES	5228079	\$	6.00	AUDITOR
08/07/2017	MARCUS WATKINS	5240003	\$	6.00	AUDITOR
05/15/2017	MARTIN E BINKLEY	5234544	\$	30.00	AUDITOR
08/07/2017	MELINDA J HAYWOOD	5240005	\$	6.00	AUDITOR
10/02/2017	MELISSA BOYD	5244043	\$	6.00	AUDITOR
03/20/2017	MICHAEL IRWIN JR	5230579	\$	6.00	AUDITOR
06/19/2017	MICHELLE S YATES	5236890	\$	6.00	AUDITOR
12/07/2017	MILLER, PAMELA	5248546	\$	3.72	AUDITOR
09/28/2017	MINUTEMAN PRESS	5243472	\$	595.83	AUDITOR
10/02/2017	MISTY D FAST	5243994	\$	6.00	AUDITOR
10/02/2017	MITCHELL M TALLAN	5244106	\$	30.00	AUDITOR
03/02/2017	MORAINE, ROBERT	5229271	\$	84.78	AUDITOR
03/30/2017	MORAINE, ROBERT	5231243	\$	84.78	AUDITOR
01/12/2017	MR. TIRE	5225402	\$	300.02	AUDITOR
02/06/2017	NATIONSTAR MTG	5227444	\$	903.92	AUDITOR
06/29/2017	NEUBECKER, ALEC	5237681	\$	25.00	AUDITOR
02/13/2017	NICHOLAS A POLING	5228080	\$	6.00	AUDITOR
04/06/2017	OFFICE DEPOT IN	5231461	\$	139.98	AUDITOR
06/29/2017	OGG, SANDI	5237687	\$	50.00	AUDITOR
08/14/2017	OLLIE MAY CRANE	5240581	\$	6.00	AUDITOR

09/14/2017 PALMER, ROBERT	5242722	\$	175.00	AUDITOR
06/19/2017 PAMELA F DUNCAN	5236909	\$	6,880.01	AUDITOR
03/02/2017 PAUL, DAVID AND	5229114	\$	90.43	AUDITOR
05/15/2017 PEARSON, DEBORA	5234462	\$	30.00	AUDITOR
06/12/2017 PERRY D HOFF	5236292	\$	6.00	AUDITOR
08/14/2017 PHILLIP E ENGLAND	5240582	\$	6.00	AUDITOR
08/07/2017 PRISCILLA N FISHER	5240008	\$	6.00	AUDITOR
09/07/2017 PUBLIC CHILDREN	5242313	\$	170.00	AUDITOR
04/10/2017 RAQUEL YOUNG	5231873	\$	6.00	AUDITOR
05/15/2017 RATHBURN, BARBARA L	136790	\$	141.68	PAYROLL
09/14/2017 ROBERT K FOX FA	5242619	\$	41.30	AUDITOR
02/16/2017 ROBERTSON, KIAH	5228434	\$	25.00	AUDITOR
01/12/2017 ROMINE, JANA	5225491	\$	18.84	AUDITOR
01/12/2017 ROMINE, JANA	5225492	\$	18.84	AUDITOR
07/17/2017 RONALD BURGESS	5238689	\$	6.00	AUDITOR
10/02/2017 ROY THURMOND	5244054	\$	6.00	AUDITOR
10/30/2017 RYAN ALLAN BOWERSTOCK	5245946	\$	6.00	AUDITOR
04/24/2017 SABINA HOSAFROS	5232893	\$	6.00	AUDITOR
04/13/2017 SALAS, MELISSA	5232190	\$	4.07	AUDITOR
11/20/2017 SALLY R. S. JACKSON	5247416	\$	6.00	AUDITOR
12/15/2017 SARAH PELLMAN	5249648	\$	6.00	AUDITOR
10/30/2017 SARAH R. HAWK	5245947	\$	6.00	AUDITOR
10/30/2017 SARHENE JEFFERSON	5245948	\$	6.00	AUDITOR
09/18/2017 SCOTT FEIL	5242974	\$	6.00	AUDITOR
03/20/2017 SCOTT NICODEMUS	5230585	\$	6.00	AUDITOR
10/02/2017 SCOTT NICODEMUS	5244056	\$	6.00	AUDITOR
02/16/2017 SCOTT, ROBERT	5228433	\$	65.00	AUDITOR
11/20/2017 SEAN RUSSELL	5247418	\$	6.00	AUDITOR
09/18/2017 SHAE L HERR	5243062	\$	30.00	AUDITOR
12/15/2017 SHARON SMITH	5249649	\$	6.00	AUDITOR
04/27/2017 SHELBY, DAVE	5233440	\$	200.00	AUDITOR
02/13/2017 SHELLEY A BAILEY	5228081	\$	6.00	AUDITOR
06/29/2017 SMITH, MARK & A	5237608	\$	18.84	AUDITOR
04/24/2017 STACIE MARIE PUDELSKI	5232895	\$	6.00	AUDITOR
12/14/2017 STEVENS, ANITA	5248971	\$	18.61	AUDITOR
11/20/2017 STORMY MARTIN	5247423	\$	6.00	AUDITOR
08/31/2017 STULL, JULIE	5241832	\$	18.84	AUDITOR
12/15/2017 THOMAS IBARRA	5249650	\$	6.00	AUDITOR
02/27/2017 TIMOTHY J VAUGHN	5229061	\$	90.00	AUDITOR
10/02/2017 TRACY HINSON	5244061	\$	6.00	AUDITOR
05/15/2017 TYRONE E RICHMOND JR	5234529	\$	6.00	AUDITOR
07/03/2017 WANDA POELLINTZ	5237906	\$	6.00	AUDITOR
01/17/2017 WELLS FARGO HOM	5225811	\$	562.17	AUDITOR
11/20/2017 WESLEY JONES	5247425	\$	6.00	AUDITOR
10/02/2017 WILLIAM H CRAWFORD	5243999	\$	6.00	AUDITOR
03/20/2017 WILLIAM HOWARD	5230591	\$	6.00	AUDITOR
06/29/2017 WORSTALL, KELLI	5237686	\$	50.00	AUDITOR
10/30/2017 ZACHARY A. HAWK	5245950	\$	6.00	AUDITOR
04/10/2017 ZOYIE GOLDEN	5231875	\$	6.00	AUDITOR
04/24/2017 ZOYIE GOLDEN	5232899	\$	6.00	AUDITOR
		\$	70,441.69	
		\$	(660.00)	
		\$	(52,193.77)	

111111 PAYIN #544067 1-12-07 UNKNOW PERSON-C
SOME ONE SENT CASH THROUGH THE MAIL

01/12/2017

CASH

202.00 AUDITOR

2017 TO BE TRANSFERRED TO 1080 IN 2019

\$ 17,789.92 AUDITOR'S TO

7,464.85 CLERKS TOTAL

\$89.47 JUV CRT

8,329.84 PROBATE

2017 TO BE TRANSFERRED TO 1001 IN 2023

33,674.08 TOTAL TOTAL

CLAIMED

CLAIMED DEC 2017

payin 3-3-17 = 7,843.69

3/3/2017

REISSUED 01-21-2020
vd&reissued cleared 4/2019

already in 1080 from clrk of courts

TAL

- ALREADY IN FUND 1080 THEIR OWN PAYINS
ALREADY IN FUND 1080 THEIR OWN PAYINS
ALREADY IN FUND 1080 THEIR OWN PAYINS

Resolution No. 2023-05.09.d

A resolution authorizing a fund to fund transfer. Auditor – Fund 1080

(Fairfield County Auditor- Finance)

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 with J&J Bridge Co., Inc. for the GRE-13 FAI-CR31-5.457 Coonpath Road over a Tributary to Fethers Run Bridge Replacement Project.

WHEREAS, on March 14, 2023, this Board of Commissioners awarded the Bid for the GRE-13, FAI-CR31-5.457 Coonpath Road over a Tributary to Fethers Run Bridge Replacement Project to J&J Bridge Co., Inc. for \$347,060.30, and

WHEREAS, since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with J&J Bridge Co., Inc.

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

SECTION 1: that this Board of Commissioners approves the GRE-13, FAI-CR31-5.457 Coonpath Road over a Tributary to Fethers Run Bridge Replacement Project Contract with J&J Bridge Co., Inc. for \$347,060.30 by signing the Contract Agreement and this Resolution for this project to proceed.

SECTION 2: that the Clerk of this Board furnish the County Engineer with the Contract Agreement and Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

CONTRACT

This Contract, made this 4 day of April, 2023, between the Fairfield County Commissioners, hereinafter called the Owner, and J&J Bridge Co., Inc. and its successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: **GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Feters Run Bridge Replacement Project** in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished by the Contractor and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II: Unit Prices - The Owner shall pay to the Contractor, as full consideration for performance of the Contract, an amount computed upon the basis of the Quantity of work actually performed at the unit price bids in the Proposal Form.

It is understood that the quantities stated for the unit price bids are approximate only and are subject to either increase or decrease; and should the quantity of any item of the unit price work be increased, the Contractor shall perform the additional work at the unit price bid in the Proposal, and should the quantity be decreased, payment will be made on actual quantities completed at the unit price bid in the Proposal, and the Contractor will make no claim for anticipated profits for any decrease in quantities. Actual quantities will be determined upon completion of the work.

ARTICLE III: Performance Bond - The Contractor shall furnish an acceptable Performance Bond in the amount of One Hundred Percent (100%) of the amount Bid at the time of signing of this Contract.

ARTICLE IV: Prevailing Wage - The Contractor shall pay the Prevailing Wage on this Contract and in accordance with all Prevailing Wage Laws in this area.

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, not to commence prior to June 5, 2023 and must be completed not later than August 14, 2023, with work to be completed within a six (6) consecutive week period, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

ARTICLE VI: The Contractor covenants and agrees that this Contract shall consist of the documents as listed below which are attached hereto, incorporated herein by reference and made a part hereof:

- The Contract
- The Construction Plans
- The Bid Proposal
- General Specifications
- Performance and Payment Bond
- Non-Collusion Affidavit
- Certificate
- Experience Record
- Affidavit of Personal Property Tax Liability
- Affidavit of Lien Release
- Anti-Alcohol/Drug Policy
- General Conditions
- Prevailing Wage Determination
- Request for Taxpayer ID Number and Certification (W-9)
- Specifications/Location Plans
- State of Ohio EEO Requirements & Bid Conditions

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of three hundred forty-seven thousand, sixty dollars & 30/100 (\$347,060.30) of which, \$242,942.21 is grant money from the Ohio Public Works Commission and shall be paid directly to the Contractor by the Ohio Public Works Commission, and \$104,118.09 shall be paid by the Fairfield County Engineer as stipulated in the grant agreement (Fairfield County, code 045-00045) and approved by the Ohio Public Works Commission. Final payment shall be upon completion of GRE-13 FAI-CR13-5.457 Coonpath Road Over a Tributary to Feters Run Bridge Replacement Project after inspection and acceptance by the Owner.

ARTICLE VIII: The Contractor further covenants and agrees that he shall give the Owner no less than forty-eight (48) hours (working days - County calendar) written notice of occupying the construction site necessitating road closure. Notice to proceed shall be the date of receipt of the Contract signed by the County Commissioners.

The Contractor further covenants and agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor or Subcontractor or any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, and, further, that no Contractor, Subcontractor, nor any person acting on his behalf, shall, in any manner discriminate against or intimidate the employee hired for the performance of work under this Contract on account of race, creed or color.

ARTICLE IX: Both parties hereto agree that the provisions of Chapter 4115, Ohio Revised Code, and RELATED SECTIONS, shall be complied with, in all respects under this Contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

OWNER: FAIRFIELD COUNTY COMMISSIONERS

BY:

Steven A. Davis
President

David L. Levacy
Commissioner

Jeffrey M. Fix
Commissioner

CONTRACTOR:

BY (signature):

BY (print name):

ADDRESS:

TELEPHONE:

FAX:

E-MAIL:

J&J BRIDGE COMPANY INC
James Stewart
JAMES STEWART
3049 RAUGH & READY RD
NEW CONCORD OH 43762
740-260-0143
JJBridgeCo@gmail.com

C E R T I F I C A T E S

The hereto attached Performance and Payment Bond being good and sufficient is accepted this _____ day of _____, 2023.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

Steven A. Davis
President

David L. Levacy
Commissioner

Jeffrey M. Fix
Commissioner

CERTIFICATE OF COUNTY AUDITOR

I HEREBY CERTIFY that funds are available, or are in the process of collection from the Motor Vehicle Fund and/or 1/2-mill Levy Fund, in the amount of \$347,060.30. This figure has been lawfully appropriated, or authorized or directed for the GRE-13 FAI-CR31-5.457 Coonpath Road Over a Tributary to Fetters Run Bridge Replacement Project free from any obligation.

Local Share: \$104,118.09 OPWC Grant Share \$242,942.21 TOTAL: \$347,060.30

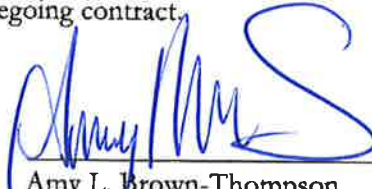


Carri L. Brown
Fairfield County Auditor

Dated at Lancaster, Ohio: 3 30, 2023

CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.



Amy L. Brown-Thompson
Assistant Prosecuting Attorney

Date: 4/27/23

Resolution No. 2023-05.09.e

A Resolution to Approve the Contract with J&J Bridge Co., Inc. for the GRE-13
FAI -CR31-5.457 Coonpath Road over a Tributary to Fethers Run Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Notice to Commence for the GRE-13 Bridge Replacement Project

CONTRACT: GRE-13, FAI-CR31-5.457 Coonpath Road over a Tributary to Fethers Run Bridge Replacement Project

WHEREAS, by Resolution on March 14, 2023, this Board of Commissioners awarded a Contract to J&J Bridge Co., Inc.; 3049 Rough & Ready Road; New Concord, OH 43762, in the amount of \$347,060.30 for the GRE-13 Bridge Replacement.

WHEREAS, Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

WHEREAS, the County Engineer is requesting the attached Notice be signed by the President of the 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, authorize its President to sign the required Notice of Commencement in the matter of the GRE-13 Bridge Replacement.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a signed copy of the Recorded Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

NOTICE OF COMMENCEMENT
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Steven A. Davis, its President, who after being duly cautioned and sworn, states the following in connection with the GRE-13 Bridge Replacement:

1. The Public Improvement under construction is the replacement of the GRE-13 Bridge.

2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.

3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.

4. The name, address, and trade of the principal Contractor is: J&J Bridge Co., Inc.; 3049 Rough & Ready Road; New Concord, OH 43762, whose principal trade is that of bridge contractor.

This instrument was prepared by:
Joshua Horacek, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was March 14, 2023.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Assured Partners of Ohio LLC; 175 Berkeley Street; Boston, MA 02116.
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

Steven A. Davis
The Board of Commissioners of
Fairfield County Ohio, Affiant

Be it remembered, that on this _____ day of _____, 2023, before me, the subscriber, a notary public, in and for said state, personally came Steven A. Davis, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

Resolution No. 2023-05.09.f

A Resolution to Approve the Notice to Commence for the GRE-13 Bridge Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve the Contract with Asphalt Materials, Inc. for the Purchase of Liquid Asphalt.

WHEREAS, on April 18, 2023, this Board of Commissioners awarded the Bid for the Purchase of Liquid Asphalt to Asphalt Materials, Inc. for \$508,260.00, and

WHEREAS, since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with Asphalt Materials, Inc.

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

SECTION 1: that this Board of Commissioners approves the Purchase of Liquid Asphalt Contract with Asphalt Materials, Inc. for \$508,260.00 by signing the Contract Agreement and this Resolution for this project to proceed.

SECTION 2: that the Clerk of this Board furnish the County Engineer with the Contract Agreement and Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

CONTRACT

This Contract, made this _____ day of _____, 2023, between the Fairfield County Commissioners, hereinafter called the Owner, and Asphalt Materials, Inc. and its successors, executors, administrators and assigns, hereinafter called the Contractor/Supplier.

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: That for and in consideration of payments hereinafter mentioned to be made by the Owner, the Contractor/Supplier agrees to furnish and deliver Liquid Asphalt, for which a Bid has been submitted to and awarded by the Fairfield County Board of County Commissioners under the conditions as set forth more fully in the Bid Package according to the specifications and to the satisfaction and acceptance of the Owner.

ARTICLE II: Failure to Deliver in the time allowed: If the Contractor/Supplier fails to supply and deliver said item(s) in the time specified, this Contract becomes null and void.

ARTICLE III: The Contractor/Supplier covenants and agrees that this Contract shall consist of the documents as listed below which are attached hereto, incorporated herein by reference and made a part hereof:

- Instructions to Bidders
- General Specifications
- The Bid Proposal
- The Contract
- Certificates
- Non-Collusion Affidavit
- Affidavit of Personal Property Tax Liability
- Request for Taxpayer ID Number and Certification (W-9)
- New Vendor Reporting Form

ARTICLE IV: Upon delivery of Bid Item(s), and Inspection and Acceptance by the Owner, the Owner agrees to pay the Contractor/Supplier the appropriate sum of five hundred eight thousand, two hundred sixty dollars & 00/100 (\$508,260.00), which shall be paid by the Local Public Authorities, which may include various Townships within Fairfield County.

The Contractor/Supplier further covenants and agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor/Supplier or Subcontractor or any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, and, further, that no Contractor/Supplier, Subcontractor, nor any person acting on his behalf, shall, in any manner discriminate against or intimidate the employee hired for the performance of work under this Contract on account of race, creed or color.

ARTICLE IX: Both parties hereto agree that the provisions of Chapter 4115, Ohio Revised Code, and RELATED SECTIONS, shall be complied with, in all respects under this Contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

OWNER: FAIRFIELD COUNTY COMMISSIONERS

BY:

Steven A. Davis
President

David L. Levacy
Commissioner

Jeffrey A. Fix
Commissioner

CONTRACTOR:

Asphalt Materials, Inc.

BY (signature):

John Kelly

BY (print name):

John Kelly

ADDRESS:

13925 State Route 7

Marietta, Ohio 45750

TELEPHONE:

(740) 374-5100

FAX:

(740) 374-5100

E-MAIL

johnke@asphalt-materials.com

CERTIFICATES

CERTIFICATE OF COUNTY AUDITOR

I HEREBY CERTIFY that the funds are available, or are in the process of collection in the amount of \$508,260.00. Of which, \$353,460.00 are in the process of collection from the Motor Vehicle Fund and/or 1/2-mill Levy Fund; \$77,400.00 from the Board of Liberty Township Trustees; and \$77,400.00 from the Board of Greenfield Township Trustees. This figure has been lawfully appropriated, or authorized or directed for the Purchase of Liquid Asphalt Project free from any obligation.

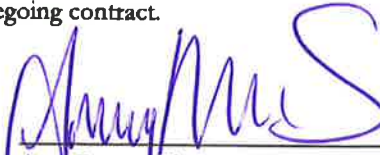


Carri L. Brown.
Fairfield County Auditor

Dated at Lancaster, Ohio: April 24, 2023.

CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.



Amy Brown-Thompson
Assistant Prosecuting Attorney

Date: 4/26/23

Resolution No. 2023-05.09.g

A Resolution to Approve the Contract with Asphalt Materials, Inc. for the Purchase of Liquid Asphalt.

(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 Notice to Commence for the Purchase of Liquid Asphalt

WHEREAS, by Resolution on April 18, 2023, this Board of Commissioners awarded a Contract to Asphalt Materials, Inc.; 13925 State Route 7; Marietta, OH 45750, in the amount of \$508,260.00 for the Purchase of Liquid Asphalt.

WHEREAS, Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

WHEREAS, the County Engineer is requesting the attached Notice be signed by the President of the 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, authorize its President to sign the required Notice of Commencement in the matter of the Purchase of Liquid Asphalt.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a signed copy of the Recorded Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

NOTICE OF COMMENCEMENT
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Steven A. Davis, its President, who after being duly cautioned and sworn, states the following in connection with the Purchase of Liquid Asphalt:

1. The Public Improvement under construction is the purchase of liquid asphalt.
2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
4. The name, address, and trade of the principal Contractor is: Asphalt Materials, Inc.; 13925 State Route 7; Marietta, OH 45750, whose principal trade is that of liquid asphalt supplier.

This instrument was prepared by:
Joshua Horacek, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was April 18, 2023.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Continental Casualty Company; 151 N. Franklin Street; 17th Floor; Chicago, IL 60606.
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

Steven A. Davis
The Board of Commissioners of
Fairfield County Ohio, Affiant

Be it remembered, that on this _____ day of _____, 2023, before me, the subscriber, a notary public, in and for said state, personally came Steven A. Davis, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

Resolution No. 2023-05.09.h

A Resolution to Approve the Notice to Commence for the Purchase of Liquid Asphalt

(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 Contract Bid Award for the HOC-08, FAI - CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project.

WHEREAS, the opening of sealed bids on May 1, 2023 for the HOC-08, FAI - CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project, resulted in the following bids:

US Bridge (dba Ohio Bridge)	\$170,898.98
-----------------------------	--------------

WHEREAS, the Fairfield County Engineer is recommending that the Contract for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project be awarded to US Bridge (dba The Ohio Bridge Corporation); 201 Wheeling Avenue; Post Office Box 757; Cambridge, OH 43725 a responsive and responsible Bidder, for the amount of \$170,898.98.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$170,898.98, to US Bridge for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project.

SECTION 2: that the Clerk of this Board return a signed copy of this Resolution to the County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Resolution No. 2023-05.09.i

A Resolution to Approve the Contract Bid Award for the HOC-08, FAI -CR61-1.392
Christmas Rock Road over Arney Run Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution of a grant amendment between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services.

WHEREAS, the Fairfield County Board of Commissioners as Administrative Agent of the Fairfield County Family, Adult and Children First Council, has an agreement with Ohio Department of Job and Family Services for Operational Capacity Building, Multi-System Youth State Program Administration, and Family-Centered Services and Supports funding allocations; and

WHEREAS, an amendment is requested due to increase funding of additional funding requested for Family-Centered Services and Supports in the amount of \$4,549.65

WHEREAS, an additional one-time payment in Multi-System Youth funding is received for staff attendance in evidence based training of High Fidelity Wraparound, in the amount of \$12,571.00

WHEREAS, this amendment to the agreement is valid for State Fiscal Year 2022 and State Fiscal Year 2023; and

WHEREAS, the Fairfield County Prosecutor has approved this agreement as to form.

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

Section 1. That the Fairfield County Commissioner approves and will sign the amendment.

Prepared by: Dumitru "Raz" Sabaiduc

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT AMENDMENT #1**

G-2223-06-0331-01

This is Amendment #1 to the Subgrant Agreement between the Ohio Department of Job and Family Services (ODJFS) and the Fairfield County Commissioners (SUBGRANTEE), signed by ODJFS on October 4, 2021.

1. In reference to ARTICLE I. Purpose; Subgrant Activities, the parties agree to update the Deliverables for State Fiscal Year (SFY) 2023. ARTICLE I(F)(4) is hereby amended to read as follows:
 - F. Fiscal Guidelines and Reporting: SUBGRANTEE must meet the Reporting requirements for the funding sources in this Agreement in addition to the General Fund Report and Restricted Fund Report as outlined below:
 4. Multi-System Youth-State Program Administrative Funds.
 - a. If the SUBGRANTEE is receiving an allocation through ODJFS, then SUBGRANTEE must identify council facilitators who will attend (or have attended) High Fidelity Wraparound training.
 - b. The identified facilitators must attend High Fidelity Wraparound training and provide verification of their participation to the Ohio Family and Children First Cabinet Council.
 - c. SUBGRANTEE agrees to utilize these funds to elevate the practice and/or build the capacity of service coordination as defined by each specific Council.
 - d. SUBGRANTEE agrees to have their participants complete the 6-month post training survey administered by the Center of Excellence (COE).
2. In reference to ARTICLE III. Amount of Subgrant/Payments, the parties agree to increase the allocation of Family Centered Services and Supports funds to SUBGRANTEE to \$68,966.16 for SFY 2023 and provide a one-time incentive payment in Multi-System Youth-State GRF Funding in the amount of \$12,571.00 for completed Deliverables accepted by ODJFS for SFY 2023.
3. In reference to Article III. Amount of Subgrant/Payments, Attachment A is hereby amended and incorporated herein.
4. All other terms of the Subgrant Agreement are hereby affirmed.

SIGNATURE PAGE FOLLOWS

Remainder of page intentionally left blank.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT AMENDMENT #1**

SIGNATURE PAGE

G-2223-06-0331-01

THE PARTIES HAVE EXECUTED THIS AMENDMENT #1 TO THE GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Fairfield County Commissioners

Ohio Department of Job and Family Services

Signature (Blue Ink Please)

Matthew M. Damschroder, Director

Printed Name

Date

Date

210 E. Main St., Ste. 301
Lancaster, Ohio 43130

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

SFY 2023 Family & Children First Awards													
VENDOR ID	DIN#	COUNTY	Administrative Agent	PO Number	Total Amount of Agreement Per Contract	Total amount of ADVANCE (=25% FCSS GRF + MSY + OCBF)	OCBF -GRF \$15,750 ea	MSY - GRF Administrative Funds \$3,600 ea	FCSS TOTAL (Part 1+Part 2+Match)	FCSS - FEDERAL IV-B, Part 1 Funds CFDA# 93.645	FCSS - FEDERAL IV-B, Part 2 Funds CFDA# 93.556	FCSS - GRF Title IV-B Match requirement	HFWA Incentive Payment
56164	G-0331	Fairfield FCFC	Fairfield County Commissioner's	29287	\$68,966.16	\$27,473.88	\$15,750.00	\$3,600.00	\$37,045.16	\$2,680.88	\$26,240.40	\$8,123.88	\$12,571.00

Prosecutor's Approval Page

Resolution No.

A resolution of a grant amendment between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services.

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 5/5/2023 1:41:37 PM by Amy Brown-Thompson,



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

Resolution No. 2023-05.09.j

A resolution of a grant amendment between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services.

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution regarding a grant agreement between the Fairfield County Board of Commissioners and the Ohio Department of Medicaid.

WHEREAS, the Fairfield County Board of Commissioners as Administrative Agent of the Fairfield County Family, Adult and Children First Council, desires to enter into a funding agreement with the Ohio Department of Medicaid for Multi-System Youth Technical Assistance and Funding; and

WHEREAS, this agreement is valid for State Fiscal Year 2024 and 2025; and

WHEREAS, this agreement is signed by Fairfield County Auditor as the Council Fiscal Agent, and

WHEREAS, the Fairfield County Prosecutor has approved this agreement as to form.

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

Section 1. That the Fairfield County Commissioner approves the agreement and is authorized to sign the agreement.

Prepared by: Dumitru Sabaiduc

OHIO DEPARTMENT OF MEDICAID GRANT AGREEMENT

Grant ID #: MSY-2425-01- _____
(Insert County Number)

RECITALS:

This Grant Agreement (Agreement) between the Ohio Department of Medicaid (ODM) and the _____ County Family and Children First Council, through the fiscal agent _____, (GRANTEE) is created pursuant to the Grant awarded by ODM to GRANTEE. GRANTEE hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement. Grant agreements were originally entered into between the parties pursuant to Section 333.95 of Am Sub H.B. No. 166, for State Fiscal Years 2020 and 2021.

Section 333.95 referred to Multi System Youth Custody Relinquishment. It stated: The foregoing appropriation item 651690, Multi-System Youth Custody Relinquishment, shall be used to prevent custody relinquishment of multi-system children and youth.

ODM desires to extend the Multi System Youth project and grant agreements through State Fiscal Years 2024 and 2025, to continue to prevent custody relinquishment of multi-system children.

ARTICLE I. PURPOSE; GRANT ACTIVITIES

- A. ODM, in collaboration with the Office of Ohio Family and Children First (OFCF), Aetna Better Health of Ohio (the OhioRISE plan), and other participating state agencies is offering technical assistance and financial assistance to children, youth, and families with complex and multi-system needs. The purpose of this grant agreement is for the parties to further the mission of preventing custody relinquishment of children and youth solely for the purpose of obtaining needed treatment, and assisting local entities with obtaining services that support children and youth who have been relinquished and are transitioning back to community and/or non-custody settings.

GRANTEE, in collaboration with families and local entities, will have the opportunity to complete a funding and/or technical assistance application(s). The GRANTEE will collect information to complete applications and/or screen an application from families and other local entities for completeness. GRANTEE will send completed applications to ODM for further consideration. ODM will forward all completed applications to a multi-system team composed of child/youth serving state agencies for vetting. Final funding authorization determinations will be made by ODM and are not subject to appeal.

ODM may provide technical assistance to the GRANTEE. ODM will provide funding to the GRANTEE for authorized applications. GRANTEE (or the appropriate local designee) will perform its responsibilities under this Agreement (Grant activities) as follows:

1. Collaborate with ODM, OFCF, the OhioRISE plan, and participating agencies, when appropriate, to collect and review submitted funding and/or technical assistance applications in accordance with guidance developed by ODM.
2. Ensure each child/youth applicant is eligible and application is complete, including signed release form, prior to submission to ODM, in accordance with provided guidance.
3. Ensure each child/youth applicant's funding eligibility by confirming all the following:
 - a. The child/youth has multi-system needs and is at risk for custody relinquishment or has already had custody relinquished and is transitioning back to a non-custody setting.
 - b. GRANTEE has identified availability of local resources (including funding) and/or clinically indicated services to support the child/youth and family.
 - c. Multi-system local and/or regional agencies are working to coordinate care for the child/youth and family.

- d. Financial resources have been reasonably explored and exhausted (at a minimum: Medicaid/ OhioRISE covered services, private insurance, Post Adoption Special Services Subsidy (PASSS) and/or county funds).
- e. Starting no later than January 1, 2024, all MSY applications to fund out of home treatment (including residential treatment) must include a current Ohio Children's Initiative Child and Adolescent Needs and Strengths (CANS) assessment. The assessment included in the application should reflect the youth's current needs and strengths. To be considered current, the CANS assessment must be completed no more than 90 days prior to the date the MSY application is submitted.
- f. Starting no later than January 1, 2024, when funding is being sought for out of home treatment (including residential treatment), the child/youth must receive treatment in the least restrictive setting, and the setting must be documented as clinically appropriate to meet the treatment needs of the child/youth and family. Documentation of clinical appropriateness for out of home treatment must include one of the following:
 - A current CANS assessment that recommends out of home treatment. The application may also include additional documented clinical recommendations for out of home treatment from an appropriately licensed clinician.
 - A current CANS assessment that does not include recommendations for out of home treatment, plus:
 - Documentation of a recommendation for out of home treatment from the team that is responsible for making decisions about and coordinating treatment for the youth, and
 - Documented clinical recommendations for out of home treatment from an appropriately licensed clinician.
- g. GRANTEE will inform each family interested in applying for MSY funds about the OhioRISE program, including providing the family with the following:
 - An overview of the OhioRISE program, including the ability for general OhioRISE enrollees who are not on the OhioRISE waiver to choose the organization from which they receive their care coordination.
 - Notification that some Medicaid services are only covered through the OhioRISE program, including Intensive Home-Based Treatment (IHBT), flex funds, behavioral health respite, and intensive/moderate care coordination.
 - Information about the benefits of, and processes to, apply for the OhioRISE waiver, including how the family can obtain an OhioRISE waiver CANS assessment from the appropriate local Care Management Entity (CME).
- h. Families enrolled in Medicaid and interested in applying for MSY funds that are not already enrolled in the OhioRISE program: GRANTEE will offer all families enrolled in Medicaid the ability to obtain a CANS assessment from the FCFC or through a referral to another local CANS assessor.
 - If GRANTEE completes a CANS assessment to determine OhioRISE eligibility for a family, GRANTEE will submit the CANS assessment data into ODM's CANS IT system within one business day of completing the assessment.
 - If GRANTEE makes a referral to another local CANS assessor, the referral will be made within two business days of the family expressing interest in obtaining a CANS assessment. GRANTEE will follow-up with the family and/or referred assessor within three business days to verify the CANS has been scheduled and to obtain a copy of the

assessment if needed to accompany the MSY funding application to apply for funding for out of home treatment.

- i. Families interested in applying for MSY funds that do not have Medicaid coverage or are otherwise interested in being assessed for the OhioRISE waiver: GRANTEE will offer to refer and make a warm handoff to a local CME to conduct an OhioRISE waiver CANS assessment. If the family is interested in being assessed for the waiver, GRANTEE will make a referral and a warm handoff to the CME within two business days.
4. Account for the grant funds disbursed for resources and/or services, in a format as developed by ODM, including submitting receipts or other proof of payment for expenditures to msyfinancial@medicaid.ohio.gov. All expenditures should be submitted within 45 days from the close of the application's funding period.
5. Submit continued funding requests at least 14 calendar days before current authorized funding expires.
6. Submit progress and outcome reports timely (every 30 days for residential services and every 90 days for home-based/community supports), and in accordance with guidance specifications in a format as developed by ODM.
7. Assure that the parent/legal guardian understands that by signing the application, they will adhere to the terms of the application for assistance.
- B. The ODM Agreement Manager is Lindsey Miller or successor.
- C. The ODM Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODM within ten days after GRANTEE's receipt of the requests or instructions. ODM and GRANTEE expressly understand that any requests or instructions will be strictly construed to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODM pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODM Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from July 1, 2023, or upon signature of the Director of ODM, whichever is later, through June 30, 2025, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODM and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. ODM will provide GRANTEE with funds during State Fiscal Year 2024 and State Fiscal Year 2025 to provide services and/or resources for authorized applications. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the approved funding authorizations for GRANTEE. The grant funds shall not be used to pay for separate administrative costs.
- B. Grant payments will be made to GRANTEE by ODM through the Ohio Administrative Knowledge System (OAKS) in the form of debit payments or check upon approval. GRANTEE shall account for the grant payments in a format developed by ODM, including submitting receipts or other proof of payment for expenditures.

- C. GRANTEE must conduct a funds reconciliation of the grant funds no later than 45 calendar days from the end of each approved authorization period unless a request to shift funds has been submitted and supported by ODM. GRANTEE will return any grant funds that exceed actual expenditures paid by GRANTEE as requested by ODM. ODM will instruct GRANTEE on the manner in which to return the unused funds.
- D. GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the ODM. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODM for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODM or the State of Ohio.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE III, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon 30 calendar days' written notice to the other party, either party may terminate this Agreement.
- C. Notwithstanding the provisions of Section A and Section B, above, ODM may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
 - 1. ODM loses funding as described in ARTICLE III;
 - 2. ODM discovers any illegal conduct by GRANTEE; or
 - 3. GRANTEE has violated any provision of ARTICLE X.
- D. GRANTEE, upon receiving notice of suspension or termination, will:
 - 1. Cease performance of the suspended or terminated Grant activities;
 - 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Grant activities;
 - 3. Prepare and furnish a report to ODM, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities;
 - 4. Return all records in their native format relating to cost, work performed, supporting documentation for applications submitted to ODM, and copies of all materials produced under or pertaining to this Grant; and
 - 5. Perform any other tasks ODM requires.
- E. In the event of suspension or termination under this ARTICLE, ODM will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, ODM will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODM. ODM will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODM reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODM of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODM or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODM will not be effective unless it is in writing signed by the ODM Director.

ARTICLE V. NOTICES

- A. ODM and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE, the identified ODM Agreement Manager, appropriate MSY staff, and OhioRISE entities (when applicable)
- B. Notices to ODM from GRANTEE that concern changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE X, and/or any other formal notice regarding this Agreement will be sent to the ODM Chief Legal Counsel, 50 West Town Street, Columbus, Ohio 43215.
- C. Notices to GRANTEE from ODM concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Activities relative to this Agreement:

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODM. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODM will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODM determines that certain materials are confidential under federal or state law.
- B. All ODM information that is classified as public or private under Ohio law and ODM rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODM will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODM provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODM and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODM. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public, and meets the definition of "trade secret" as defined in ORC section 1333.61. ODM reserves the right to require reasonable evidence supporting GRANTEE's assertion of the proprietary nature of any information marked as such. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For audit purposes only, all records relating to cost, work performed, supporting documentation for applications submitted to ODM, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include, but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after GRANTEE receives the last payment pursuant to this Agreement. If an audit or similar action is initiated during this time period, GRANTEE will retain the records

until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period, unless otherwise directed below in Section E. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, Title 2 CFR Part 200, Subparts D and F of the Code of Regulations (CFR). GRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

- E. All records relating to cost, work performed, supporting documentation for applications submitted to ODM, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is 5 years.
- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODM, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule.
- G. GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODM and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODM and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODM. GRANTEE will submit any requests for approval of assignments and transfers to the ODM Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

ARTICLE VIII. CONFIDENTIALITY OF INFORMATION

- A. GRANTEE agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. GRANTEE specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:
 - 1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
 - 2. Code of Federal Regulations, 42 CFR Part 2, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100;
 - 3. Ohio Revised Code, ORC 173.20, 173.22, 1333.61, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5160.45, 5168.13, and 5165.88; and
 - 4. Corresponding Ohio Administrative Code rules.
- B. GRANTEE agrees that any data created, received, maintained or transmitted on behalf of ODM by GRANTEE shall be returned to ODM not later than 90 calendar days following termination of this Agreement and shall certify that no copies of source data were retained by GRANTEE, unless as may be otherwise provided for in this Agreement or by law.
- C. GRANTEE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected

personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Agreement.

- D. GRANTEE agrees that access to the records and data provided by ODM for purposes of this Agreement will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. GRANTEE agrees to provide the ODM Agreement Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.
- E. GRANTEE agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. GRANTEE expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.
- F. GRANTEE shall ensure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with GRANTEE incorporating these assurances.
- G. GRANTEE agrees that any information provided under this agreement that is proprietary shall be held to be strictly confidential by GRANTEE.
- H. GRANTEE shall not share or otherwise disclose any of the above referenced information to any third party without the express written authorization of the Director of ODM. If there is an incident of unauthorized disclosure of information, ODM must be notified in an acceptable timeframe to support regulatory requirements for breach notifications.
- I. GRANTEE shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.
- J. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. GRANTEE shall prepare, store, and transmit all sensitive data relating to the state of Ohio in accordance with Ohio IT Standard ITS- SEC-01, Data Encryption and Cryptography; State of Ohio Administrative Policy IT-14, Data Encryption and Securing Sensitive Data; and NIST Special Publication 800-53.
- K. GRANTEE shall comply with Ohio Administrative Policy IT-04, Use of Internet, E-mail and Other IT Resources, as well as any associated agency policies prior to gaining access to statewide and ODM IT resources.
- L. The express terms and conditions of this Article shall be included in all subcontracts executed by GRANTEE for any and all work under this Agreement.

ARTICLE IX. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
 - 1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

2. Specific Definitions.

- a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
- b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
- d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
- e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.

B. GRANTEE acknowledges that ODM is a Covered Entity under HIPAA. GRANTEE further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:

1. **Permitted Uses and Disclosures.** GRANTEE will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
2. **Safeguards.** GRANTEE will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
3. **Reporting of Disclosures.** GRANTEE agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident GRANTEE has knowledge of or reasonably should have knowledge of under the circumstances.

Further, GRANTEE shall report to ODM the following:

- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

As soon as is practical following discovery of a reportable security incident, GRANTEE shall notify ODM of the existence and nature of the incident as understood at that time. GRANTEE shall immediately investigate the incident and within 24 hours of discovery shall provide ODM, in writing, a report describing the status and any results of GRANTEE's investigation.

Reporting and other communications made to ODM under this section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: PrivacyOffice@medicaid.ohio.gov and Mcdlegal@medicaid.ohio.gov

4. **Mitigation Procedures.** GRANTEE agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the

breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. GRANTEE will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.

5. **Incidental Costs.** GRANTEE shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which GRANTEE has knowledge which are directly caused by the use or disclosure of protected health information by GRANTEE in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
6. **Agents and Subcontractors.** GRANTEE, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of GRANTEE and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to GRANTEE with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** GRANTEE will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** GRANTEE shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that GRANTEE receives a request for amendment directly from the individual, agent, or subcontractor, GRANTEE will notify ODM prior to making any such amendment(s). GRANTEE's authority to amend information is explicitly limited to information created by GRANTEE.
9. **Accounting for Disclosure.** GRANTEE shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of Department.** When GRANTEE is to carry out an obligation of ODM under Subpart E of 45 CFR 164, GRANTEE agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** GRANTEE shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of GRANTEE's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE IV, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, GRANTEE will return to ODM or destroy all PHI in GRANTEE's possession stemming from this Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If GRANTEE, its agent(s), or subcontractor(s) destroy any PHI, then GRANTEE will provide to ODM documentation evidencing such destruction. Any PHI retained by GRANTEE will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.

14. **Survival.** These provisions shall survive the termination of this Agreement.

ARTICLE X. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODM relied in entering into this Agreement:

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODM will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODM in writing and will immediately cease performance of all Grant activities.
 3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, ODM may immediately suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Fair Labor Standards and Employment Practices.** GRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

2. **Civil Rights Laws.**

- a. GRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all federal civil rights laws including:
 - (1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352);
 - (2) Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.)
 - (3) The Americans with Disabilities Act of 1990 (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973; and
 - (4) The Age Discrimination Act of 1975 (42 USC 6101, et seq.)
- b. In carrying out this Agreement, GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
- c. GRANTEE agrees that it will not participate in, condone or tolerate any form of sexual harassment against any employee, subcontractor, or other person or entity with which it is associated in performance of this Agreement, which is considered a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, the Ohio Revised Code 4112.02, Ohio Administrative Code 123:1-49, the Anti-Discrimination Policy in State Government Executive Order 2019-05D, or state agency policy.
- d. GRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- e. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

3. **Ethics and Conflicts of Interests Laws.**

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. GRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. GRANTEE agrees to refrain from promising or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. GRANTEE further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODM determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. GRANTEE affirms that no federal funds paid to GRANTEE by ODM through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
 - b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
 - c. GRANTEE, if a recipient of a federal award in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), certifies compliance with the Byrd Anti-Lobbying Amendment, which at a minimum, attests GRANTEE will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC Chapter 1352.
5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODM and any child support enforcement agency in ensuring that GRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
 6. **Pro-Child Act.** If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
 7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
 8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
 9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. Likewise, GRANTEE agrees to require any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors whenever possible.
 10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any

services provided under this Agreement, GRANTEE must disclose:

- (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for GRANTEE and all subcontractors.
- c. GRANTEE also affirms, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. **Termination, Sanction, Damages:** ODM is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to ODM all funds paid for those services.

In addition, if GRANTEE or any of its subcontractors perform any such services outside of the United States, ODM may, at any time after the breach, terminate this Agreement for such breach, upon written notice to GRANTEE. If ODM terminates the Agreement, ODM may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **Civil Rights Assurance.** GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.) and the Age Discrimination Act of 1975 (42 USC 6101, et seq.).
12. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE XI. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under ARTICLE IV or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or

continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation

- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODM or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODM or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODM in its discretion.
- F. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE XII. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO DEPARTMENT OF MEDICAID
GRANT AGREEMENT**

SIGNATURE PAGE

TO SHOW THEIR AGREEMENT, THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF MEDICAID.

County Family and Children First Council

Authorized Signature (Blue Ink Please)

Printed Name

Title

Date

Address

City, State, Zip

**County Family and Children First Council
Fiscal Agent Name**

Authorized Signature (Blue Ink Please)

Printed Name

Title

Date

Address

City, State, Zip

Ohio Department of Medicaid

Maureen M. Corcoran, Director

Date

50 West Town Street
Columbus, Ohio 43215

Prosecutor's Approval Page

Resolution No.

Administrative approval of a grant agreement between the Fairfield County Board of Commissioners and the Ohio Department of Medicaid.

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 5/2/2023 10:33:06 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2023-05.09.k

A resolution regarding a grant agreement between the Fairfield County Board of Commissioners and the Ohio Department of Medicaid.

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-05.09.I

A resolution regarding an service agreement between Functional Training Services, Inc. and Job & Family Services, Community Services Division

WHEREAS, Fairfield County Job & Family Services (FCJFS), Community Services Division, is requesting the Board of Commissioners approval of a purchase of service agreement with Functional Training Services, Inc., 909 Oakland Park Avenue, Columbus, Ohio 43224, and

WHEREAS, the purpose of the purchase agreement is to provide Individualized Services to Comprehensive Case Management and Employment (CCMEP) participants to program eligible participants, and

WHEREAS, this agreement shall be effective February 1, 2023 through January 31, 2024 and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

WHEREAS, a purchase order encumbering the funds for the services has been acquired, and

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with Functional Training Services, Inc.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Functional Training**
Date: **4/28/2023 3:37:15 PM**

This search produced the following list of **4** possible matches:

Name/Organization	Address
Capital Coin Fund II, Limited	
Capital Coin Fund, Limited	
Capitail Coin Fund, Limited	
Village's General Fund	432 N. Richardson Ave.

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

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

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

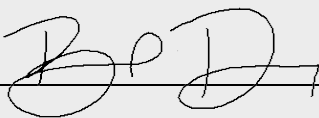
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or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

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.

Name and Title  Brandi Downhour, Fiscal Officer

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

COST ANALYSIS:

For the service of work readiness training to be provided to eligible customers of Job & Family Services, historically, the daily rate of \$100 has been the amount negotiated in the area. Five days of service has been less than \$500. A request for proposal for the services was issued. Functional Training Services is the only vendor to respond. There are few vendors in the area that provide this service. Communication with other counties indicates that the historical amounts are lower than rates paid by other counties. FCJFS is targeting around \$100,000 for the contract and to service about 45 unduplicated customers.

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000633 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 001

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FUNCTIONAL TRAINING SERV INC
909 OAKLAND PARK AVE
COLUMBUS, OH 43224

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
614-262-9069				746	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	5924	01/01/2023			JOB & FAMILY SERVICES
NOTES					

TANF CCMEP

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: TANF CCMEP	1.0	EACH	\$55,000.00	\$55,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$55,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

05/09/2023

Carri L. Brown

Auditor Fairfield County, OH


Vendor Copy


Total Ext. Price	\$55,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$55,000.00

210

An official website of the United States government
Here's how you know

 You have 2 new alerts
[Show / Hide Alerts](#)



Search

All Words

e.g. 1606N020Q02

Select Domain
All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words i

☐ All Words i

☒ Exact Phrase i

e.g. 1606N020Q02

"Functional Training Services" x

Federal Organizations

Enter Code or Name

▼

⋮


Status

☒ Active

☐ Inactive

211

^



No matches found

Your search did not return any results.

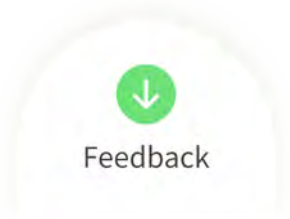
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**Purchase of Service Contract
Fairfield County Job & Family Services,
Community Services
and
Functional Training Services, Inc.**

This contract is made and entered into this February 1, 2023, by and between the Fairfield County Job and Family Services (FCJFS), Community Services, and Functional Training Services, Inc., 909 Oakland Park Avenue, Columbus, Ohio 43224.

1) Purchase of Service(s): Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and contractor agrees to furnish to FCJFS those specific services detailed in this contract with Functional Training Services, Inc. The contractor will provide Individualized Services to Comprehensive Case Management and Employment participants referred by Community Services as specified within this purchase of service contract.

2) Purpose of Contract: The purpose of this agreement is to provide Individualized Services to Comprehensive Case Management and Employment (CCMEP) participants referred by Community Services staff.

3) Contract Period: This contract shall be effective from February 1st, 2023 through January 31st, 2024. The contract services shall not exceed \$100,000.00.

4) Cost of Services: Based on the individual nature of the service provision for the services provided, Functional Training Services, Inc., is charging the service on a per hour basis. It is anticipated that some of the services may be provided simultaneously with other services within the project based on the referral plan from FCJFS.

Costs per Service:

- | | |
|--|------------------|
| 1. Individual Financial Literacy Education | \$64.00 per hour |
| 2. Individual Tutoring Services | \$64.00 per hour |
| 3. Career Planning Services | \$64.00 per hour |
| 4. Job Development Services | \$64.00 per hour |
| 5. Job Coaching Services | \$64.00 per hour |

5) Invoicing: Functional Training Services, Inc., will, within fifteen (15) days after the end of each month, submit an original customer service invoice to the FCJFS Finance Department. Each invoice will contain detailed and accurate information regarding the customer served and service(s) provided. FCJFS will review all invoices for accuracy before making payment within thirty (30) days after receipt of invoice.

6) Termination: This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS or Functional Training Services, Inc., upon thirty (30) days written notice given by either party to the other may terminate this contract.

7) Conflict of Interest: Functional Training Services, Inc., agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the governing body of the agency, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee: unless the services or goods

involved are provided at a competitive cost and under terms favorable to the provider. The contractor shall make written disclosure of any and all financial transactions of the contractor in which a member of the board or his/her immediate family is involved. Contractor agrees to the requirements of rule as applicable in the Ohio Administrative Code.

8) Confidentiality: Functional Training Services, Inc., agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. The contractor understands that any access to the identities of any FCJFS consumers shall be as necessary for the purpose of performing its responsibilities under this contract. The contractor agrees that the use or disclosure of information concerning FCJFS customers for any purpose not directly related to the administration of this contract is prohibited.

9) Roles and Responsibilities:

Fairfield County Job and Family Services

- Provide ongoing technical assistance regarding eligibility and allowable activities
- Monitor and review program performance in relationship to stated program goals
- Determine eligibility prior to referring CCMEP participants
- Make referrals
- Act as the final authority regarding eligibility questions and the handling of grievances
- FCJFS will be responsible for reviewing the application and confirming eligibility and will be the final authority regarding participant eligibility, including evaluation of the applicant's needs and whether the program can be of benefit to the individual and/or family.

Functional Training Services, Inc.

- Provide all services within the contract terms
- Provide comprehensive reports that include goals and outcomes for each participant and service area
- Communicate with JFS referral source if participant does not attend the services or for other appropriate reasons
- Follow all rules and regulations governing the implementation and provision of TANF services
- Submit invoices and reports according to the guidelines established by FCJFS
- Permit site visits from FCJFS staff or the agency's designees in order to monitor files, financial records, and program implementation
- Collect data and provide programmatic and fiscal reports as required by FCJFS
- Maintain fiscal records in accordance with standard accounting practices and provide FCJFS with specified financial reports designed to verify and analyze expenditures
- Implement satisfaction survey to participants and provide those results JFS
- Participate fully in any program evaluation conducted by FCJFS or a consultant hired by FCJFS, including the following:
 - Timely submission of any and all required data
 - Obtaining releases of information from participants, if required
 - Completing all evaluation reports
 - Meeting with evaluators

10) Evaluation and Monitoring: FCJFS, with cooperation of Functional Training Services, Inc., will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of

the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.

11) Violation or Breach of Contract Terms: Functional Training Services, Inc., shall not be relieved of liability to FCJFS for damages sustained by FCJFS by virtue of any breach of the contract by the contractor. FCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by FCJFS by virtue of any breach of the contract by the contractor. FCJFS may withhold any compensation from the contractor until the amount of damages due FCJFS from the contractor is agreed upon or otherwise terminated.

12) Civil Rights: Functional Training Services, Inc., agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the contractor will comply with all appropriate federal and state laws regarding such discrimination.

13) Compliance Requirements: Functional Training Services, Inc., shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. They include but are not limited to the following, when applicable:

- a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15.
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- e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations 29 CFR Part 5.
- f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 300 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

14) Indemnity: Functional Training Services, Inc., will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract. Therefore, FCJFS will not be able to enter into any agreement that includes an indemnification clause or other similar language.

15) Retention of Records: Functional Training Services, Inc., shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by Functional Training Services, Inc., for so long as any of the above entities has the right to audit the books and records of FCJFS which, in all events should be no less than a minimum of three (3) years after payment under this

agreement. If an audit begins during this period, Functional Training Services, Inc., shall retain such records until the conclusion of the audit and resolution of all related issues.

16) Equal Employment Opportunity: Functional Training Services, Inc., shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.

17) Child Support Enforcement: By executing this contract, Functional Training Services, Inc., certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.

18) Drug Free Workplace: The parties hereto agree to comply with all applicable federal and state laws regarding drug-free workplace. The parties further agree that they will make good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal substances or abuse alcohol or prescription drugs in any way.

19) Pro-Children Act: In the event that Functional Training Services, Inc., activities call for services to minors, the Provider shall comply with the Pro-children Act of 1994: Public Law 1-3-277, Part C environment Tobacco Smoke, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services and education to children under the age of 18.

20) Amendment: This Agreement may be amended only by the express, written agreement of both parties. Only the Director of FCJFS, in coordination with the Deputy Director of Community Services, may sign an agreement amendment.

a) This Agreement may be terminated in advance of its specified term by either FCJFS or Functional Training Services, Inc., with or without cause with a thirty day (30) written notice to the other party. Notification may be by certified mail, return receipt requested, or other delivery service with receipt, and is considered effective when received. The notice to FCJFS shall be to the Deputy Director of Finance, Fairfield County Job & Family Services, 239 West Main Street, Lancaster, Ohio 43130.

b) Notwithstanding paragraph A above, FCJFS may terminate this Agreement immediately upon delivery of written notice to Functional Training Services, Inc., if FCJFS discovers conduct on the part of Functional Training Services, Inc., involving illegal activities or comprising the health, safety, or welfare of a child.

c) In the event of termination, Functional Training Services, Inc., will be entitled to reimbursement, upon submission of an invoice, for the agreed upon services as detailed in, "Service Deliverables and Unit Costs" delivered prior to the effective termination date. FCJFS is not liable for costs incurred by Functional Training Services, Inc., after the effective termination date.

21) Breach or Default: Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.

22) *Applicable Law:* This Agreement shall be governed, construed, interpreted, and enforced under the laws of the State of Ohio. Any legal action commenced by either party shall be in a court of competent jurisdiction in Fairfield County, Ohio.


IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.

Corey Clark – Electronically approved
Director, Fairfield County Job & Family Services

Date

Krista Humphries – Electronically approved
Deputy Director of Community Services

Date



Joseph Roop, Executive Director
Functional Training Services, Inc.

Date

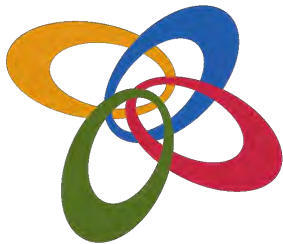
4-28-2023

Assistant Prosecuting Attorney
Fairfield County – Electronically approved as to form

Date

Approved by Resolution by the Fairfield County Board of Commissioners

JFS Mission Statement- *To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.*



A Contract regarding Functional Training-CCMEP between Job and Family Services and

Approved on 5/1/2023 7:56 AM by Krista Humphries, Community Services Deputy Director

Krista Humphries
Community Services Deputy Director

Approved on 5/1/2023 2:35:33 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution regarding an service agreement between Functional Training Services, Inc. and Job & Family Services, Community Services Division

(Fairfield County Job and Family Services)

Approved as to form on 5/5/2023 9:16:10 AM by Amy Brown-Thompson,



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

Resolution No. 2023-05.09.I

A resolution regarding an service agreement between Functional Training Services, Inc. and Job & Family Services, Community Services Division

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-05.09.m

A resolution regarding a Purchase of Service Contract between Functional Training Services, Inc. and Job & Family Services, Community Services Division

WHEREAS, Fairfield County Job & Family Services (FCJFS), Community Services Division, is requesting the Board of Commissioners approval of a purchase of service agreement with Functional Training Services, Inc., 909 Oakland Park Avenue, Columbus, Ohio 43224, and

WHEREAS, the purpose of the purchase agreement is to provide Work Readiness Services to program eligible participants, and

WHEREAS, this agreement shall be effective February 1, 2023 through January 31, 2024, and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

WHEREAS, a purchase order encumbering the funds for the services has been acquired, and

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with Functional Training Services, Inc., and Fairfield County Job & Family Services.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Functional Training**
Date: **4/28/2023 3:37:15 PM**

This search produced the following list of **4** possible matches:

Name/Organization	Address
Capital Coin Fund II, Limited	
Capital Coin Fund, Limited	
Capitail Coin Fund, Limited	
Village's General Fund	432 N. Richardson Ave.

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

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

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

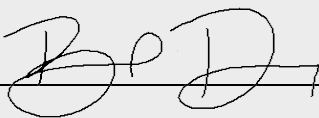
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or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

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.

Name and Title  Brandi Downhour, Fiscal Officer

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

COST ANALYSIS:

For the service of work readiness training to be provided to eligible customers of Job & Family Services, historically, the daily rate of \$100 has been the amount negotiated in the area. Five days of service has been less than \$500. A request for proposal for the services was issued. Functional Training Services is the only vendor to respond. There are few vendors in the area that provide this service. Communication with other counties indicates that the historical amounts are lower than rates paid by other counties. FCJFS is targeting around \$100,000 for the contract and to service about 45 unduplicated customers.

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000633 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 001

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FUNCTIONAL TRAINING SERV INC
909 OAKLAND PARK AVE
COLUMBUS, OH 43224

**S
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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
614-262-9069				746	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	5924	01/01/2023			JOB & FAMILY SERVICES
NOTES					

TANF CCMEP

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: TANF CCMEP	1.0	EACH	\$55,000.00	\$55,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$55,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

05/09/2023

Carri L. Brown

Auditor Fairfield County, OH


Vendor Copy

Total Ext. Price	\$55,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$55,000.00


226

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Show / Hide Alerts





Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words *i*

☐ All Words *i*

☒ Exact Phrase *i*

e.g. 1606N020Q02

"Functional Training Services" ×

Federal Organizations

Enter Code or Name

▼

⋮

Status

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☒ Active

☐ Inactive

05/09/2023

227

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=EXACT&sfm%5BsimpleSear... 1/2



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Your search did not return any results.

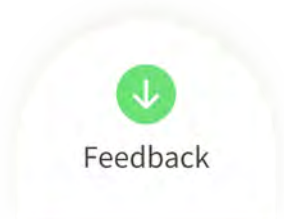
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and
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- g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

14) Indemnity: Functional Training Services, Inc., will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract. Therefore, FCJFS will not be able to enter into any agreement that includes an indemnification clause or other similar language.

15) Retention of Records: Functional Training Services, Inc., shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by Functional Training Services, Inc., for so long as any of the above entities has the right to audit the books and records of FCJFS which, in all events should be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, Functional Training Services, Inc., shall retain such records until the conclusion of the audit and resolution of all related issues.

16) Equal Employment Opportunity: Functional Training Services, Inc., shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.

17) Child Support Enforcement: By executing this contract, Functional Training Services, Inc., certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.

18) Drug Free Workplace: The parties hereto agree to comply with all applicable federal and state laws regarding drug-free workplace. The parties further agree that they will make good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal substances or abuse alcohol or prescription drugs in any way.

19) Pro-Children Act: In the event that Functional Training Services, Inc., activities call for services to minors, the Provider shall comply with the Pro-children Act of 1994: Public Law 1-3-277, Part C environment Tobacco Smoke, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services and education to children under the age of 18.

20) Amendment: This Agreement may be amended only by the express, written agreement of both parties. Only the Director of FCJFS, in coordination with the Deputy Director of Community Services, may sign an agreement amendment.

a) This Agreement may be terminated in advance of its specified term by either FCJFS or Functional Training Services, Inc., with or without cause with a thirty day (30) written notice to the other party. Notification may be by certified mail, return receipt requested, or other delivery service with receipt, and is considered effective when received. The notice to FCJFS shall be to the Deputy Director of Finance, Fairfield County Job & Family Services, 239 West Main Street, Lancaster, Ohio 43130.

b) Notwithstanding paragraph A above, FCJFS may terminate this Agreement immediately upon delivery of written notice to Functional Training Services, Inc., if FCJFS discovers conduct on the part of Functional Training Services, Inc., involving illegal activities or comprising the health, safety, or welfare of a child.

c) In the event of termination, Functional Training Services, Inc., will be entitled to reimbursement, upon submission of an invoice, for the agreed upon services as detailed in, "Service Deliverables and Unit Costs" delivered prior to the effective termination date. FCJFS is not liable for costs incurred by Functional Training Services, Inc., after the effective termination date.

21) Breach or Default: Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.

22) Applicable Law: This Agreement shall be governed, construed, interpreted, and enforced under the laws of the State of Ohio. Any legal action commenced by either party shall be in a court of competent jurisdiction in Fairfield County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.

Corey Clark – Electronically approved
Director, Fairfield County Job & Family Services

Date

Krista Humphries – Electronically approved
Deputy Director of Community Services & Performance Initiatives

Date



Joseph Roop, Executive Director
Functional Training Services, Inc.

Date

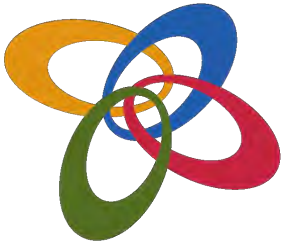
4-28-2023

Assistant Prosecuting Attorney
Fairfield County – Electronically approved as to form

Date

Approved by Resolution by the Fairfield County Board of Commissioner's

JFS Mission Statement- *To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.*



A Contract regarding Functional Training - TANF between Job and Family Services and

Approved on 5/1/2023 7:55:27 AM by Krista Humphries, Community Services Deputy Director

Krista Humphries
Community Services Deputy Director

Approved on 5/1/2023 2:34:44 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution regarding a Purchase of Service Contract between Functional Training Services, Inc. and Job & Family Services, Community Services Division

(Fairfield County Job and Family Services)

Approved as to form on 5/5/2023 9:34:36 AM by Amy Brown-Thompson,



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

Resolution No. 2023-05.09.m

A resolution regarding a Purchase of Service Contract between Functional Training Services, Inc. and Job & Family Services, Community Services Division

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-05.09.n

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of May 11, 2023; and

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

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 1001 - GENERAL FUND								
1579474	05/11/2023	80132	AUNDREA N CORDLE	4/28/23	04/28/2023	23000875	C0509	TRAVEL TO PCSAO AT NATIONWIDE	62.23
5374784	05/11/2023	17035	OHIO TOWNSHIP ASSOCIATION	5/2023	05/03/2023	23000569	C0509	MEMBERSHIP DUES FIX/LEVACY/DAVIS 2023	48.00
TOTAL: COMMISSIONERS ADMIN									110.23

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201	COMM-ECONOMIC DEV								
	Fund: 7831 - WRKFCE INN OPP ACT 20/21								
5374785	05/11/2023	54970	HOCKING TECHNICAL COLLEGE	1577	02/10/2023	23002070	C0509	WORKFORCE CENTER PROGRAMS	69,360.45
TOTAL: COMM-ECONOMIC DEV									69,360.45

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1600	ENGINEER-ADMIN								
	Fund: 2024 - MOTOR VEHICLE								
5374783	05/11/2023	16728	VALLEY CHEVROLET, INC.	6165	03/31/2023	22004680	C0509	ITEM #36AT TRUCK STATE CONTRACT GDC093	71,625.00
TOTAL: ENGINEER-ADMIN									71,625.00

INVOICES BY DEPARTMENT

05/11/2023 to 05/11/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: \$141,095.68

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-05.09.n

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.



HICKS PARTNERS

Public Relations | Government Affairs | Business Development



Community Development Block Grant (CDBG)

Critical Infrastructure Grant Program

Critical Infrastructure Grant Program

CIG projects are designed to assist applicant communities with high-priority, single-component infrastructure improvements. Eligible Activities include, but are not limited to:

- Street Improvements (street reconstruction, bridge replacement, etc.)
- Flood and Drainage Infrastructure
- Culvert Replacement
- Water and Sanitary Sewer Infrastructure

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



Critical Infrastructure Grant Program Rating Criteria

- Failure level of the infrastructure system.
- Impact on the identified beneficiaries.
- Whether the proposed solutions meets the identified need.
- Useful life of the proposed improvements.
- Distress:
 - LMI percentage of the service area.
 - LMI percent of the infrastructure owner.
- The above criteria are rated under the following point distribution:
 - Implementation and Administrative Capacity.
 - Program Design.
 - Infrastructure condition and narrative.

Hicks Partners Pre-Application Review

1. Open solicitation for Critical Infrastructure Projects from all communities within Fairfield County
2. Collected 5 Pre-Applications from communities
 - Sugar Grove: Replace Sanitary Sewer System
 - Thurston: Construct water line redundancy system
 - Pleasantville: Replace Storm Water / Sidewalks
 - Carroll: Replace Sanitary Sewer System
 - Millersport: Replace Equalizer Basin
3. Aligned with CIG Criteria, Hick Partners ranked based upon the following criteria:
 - Project Eligibility
 - Infrastructure Rating
 - Infrastructure Assessment
 - Budget Capacity
 - Pre-Engineering Work
 - Project Readiness
 - Failure Level
 - LMI Impact
 - Infrastructure Useful Life

Critical Infrastructure Grant Program

- Scores ranged from 21-27
- Sugar Grove scored the highest
- Project Summary provided by DLZ

Rocket Way Sanitary Sewer summary

MAIN ISSUES

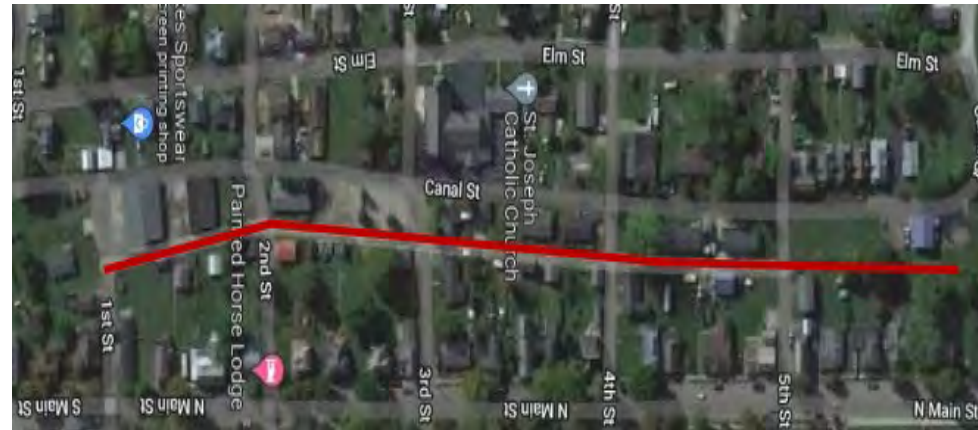
- Central trunk line failing
- Insufficient slope
- Doesn't meet EPA requirements
- Root growth causing Inflow/Infiltration

CONCERNS

- Basement Backups (*have occurred*)
- Serious health conditions
- Total sewer collapse could occur
- Could prevent WTP from operation
- EPA overflow mandates and penalties

PROJECT OVERVIEW

- 1,364 ft of 10-inch Gravity Sewer Replacement
- 30 Service Connections
- \$751,600 estimated project cost



ROOTBALL IN SEWER PIPES

Next Steps – CIG Program

- Fairfield County passes authorizing legislation to select the project to be submitted for CIG funding
- Ohio Department of Development (ODOD) Pre-Applications are due by June 1, 2023
- ODOD Final Application by June 14 2023



HICKS

PARTNERS

Keith Conroy, Vice President

(614) 221-2800

Keith.Conroy@HicksPartners.com

Anthony Jones, Senior Grant Administrator

(419) 345-7949

anthony@ajcsolutions.com

let's connect →

Address: 10 W. Broad Street, Ste. 200
Columbus, Ohio 43215



www.HicksPartners.com



info@HicksPartners.com



Hicks Partners, LLC



@HicksPartners



Hicks Partners, LLC

Fairfield County Community Housing Impact and Preservation (CHIP) Program

May 9, 2023

2023 CHIP Program Year Application Public Hearing #1



CHIP Funding

Ohio Department of Development, Office of Community Development

- Fairfield County, maximum request: \$400,000
- Highly competitive application
 - Approximately \$25 million expected to be allocated.
 - 77 Counties are eligible to apply for this round of funding.
- Multi-year grant period – December, 2023 – February, 2026
- Applications due on June 21, 2023

CHIP Program Funding Sources

- CDBG – Federal Community Development Block Grant
- HOME – Federal Housing and Urban Development
- Ohio Housing Trust Funds – State
- The Ohio Department of Development specifies the funding source for each activity in the grant agreement. Federal regulations limit the use of HOME funds to the Home Ownership and Private Owner Rehab, and Tenant Based Rental Assistance activities.

Eligible CHIP Project Categories/Activities

Primary Housing Activities

- Rehabilitation Assistance (HOME/CDBG)
 - Owner Rehab
 - Rental Rehab
- Repair Assistance (CDBG/OHTF)
 - Owner Home Repair
 - Rental Home Repair
- Homeownership Assistance (HOME)
 - Down Payment Assistance/Rehabilitation
- Tenant-Based Rental Assistance (HOME)

Supportive Activities

- Fair Housing
- Administration



New in 2023 CHIP Application Guidelines

- Habitat for Humanity funding is no longer an eligible activity for the CHIP Program
- Program Income must be entered as leveraged funds. Program Income must be expended first before drawing 2023 grant funds. Currently, Fairfield county has Program Income of: CDBG - \$2,857 and HOME - \$41,950

Finance Mechanisms

- For Private Owner Rehabilitation, the County provides a zero-interest, 100% forgivable loan over five years for the cost of the rehabilitation. 20% of the loan is forgiven every year for five years, as long as the owner remains in the home.
- A prorated portion of the loan is paid back to the Program if the home is sold or transferred before the 5 year forgiveness period.
- Home repairs are conducted in the form of a grant.

CHIP Income Guidelines

(2022 HUD Income Limits)

Household Size	Home Repair: 50% of Area Median Gross Annual Income	Rehabilitation: 80% of Area Median Gross Annual Income
1 person	\$32,800	\$52,500
2 people	\$37,500	\$60,000
3 people	\$42,200	\$67,500
4 people	\$46,850	\$74,950
5 people	\$50,600	\$80,950

Median Household Income

Source: censusreporter.org

	2021 ACS
Fairfield County	\$81,226
State of Ohio	\$62,262

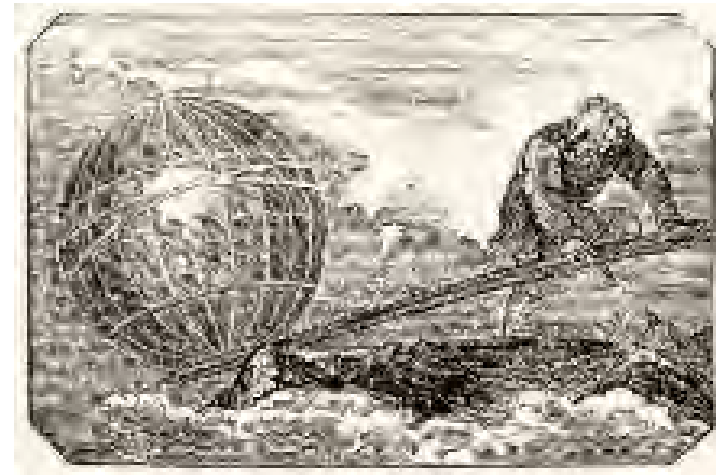
Fairfield County Housing Statistics

Source: US Census ACS 2021

- Fairfield County Population – 157,622
- Housing Units – 63,342 (59,818 occupied units)
- Owner Occupied Housing Units – 44,142 (74%)
- Median Value of Owner Occupied House - \$254,200
- Rental Units – 15,676 (26%)
- Median Gross Rent - \$1,019

Leverage Resources for CHIP Activities

- Home Weatherization Assistance Program
- Columbia Gas Warm Choice
- Housing Assistance Grant
- Area Agency on Ageing
- USDA Rural Development, Housing Preservation Grant
- Ohio Housing Financing Agency Utility Assistance for Homeowners (COVID Relief)
- Fairfield County Health Dept.



Citizen Participation – Housing Survey

- A survey is being conducted to get input from Partner Agencies and Fairfield County Residents

www.Faircaa.org

- Scroll down page to Affordable Housing
- Click Learn More
- Click CHIP 2023 Housing Survey

2023 CHIP Application Public Hearings

Public Hearing #1

May 9, 2023 at 11:00 AM

County Commissioner's Hearing Room

210 E. Main Street, Rm 301, Lancaster OH

Public Hearing #2 (2023 CHIP Application Activities)

May 30, 2023 at 10:15 AM

County Commissioner's Hearing Room

210 E. Main Street, Rm 301, Lancaster OH

CHIP Application due to ODOD on June 21, 2023

Thank you for your participation

Questions?

Lancaster-Fairfield Community Action Agency

Randall Hunt

Deputy Director/Housing Director

Rhunt@faircaa.org

(740) 653-4146



HANDOUTS PROVIDED
BY THE PUBLIC
DURING THE
PUBLIC COMMENT
SECTION OF THE
MEETING ARE
CONTAINED
HEREAFTER



CLIENT ALERT

June 30, 2021

1

OHIO LEGISLATURE ADOPTS NEW WIND AND SOLAR SITING LAW S.B. 52 REQUIRES COUNTY COMMISSION APPROVAL

by Christine M.T. Pirik, Matthew C. McDonnell and Terrence O'Donnell

On June 28, 2021, the Ohio General Assembly passed Substitute Senate Bill 52, a significant revision to Ohio's power siting approval process for utility-scale solar and wind projects. Governor Mike DeWine is expected to sign the bill into law, with an expected effective date in early October 2021.¹

Sponsored by Senators Rob McColley (R-Napoleon) and Bill Reineke (R-Tiffin), S.B. 52 aims to increase local awareness and input from property owners – and to require approval from local county officials.²

In short, the law requires a new upfront approval from the County Commission prior to the developer moving forward with the state siting process for certification of utility-scale solar and wind projects. This legislation has five major components:

- Grandfathers certain wind and solar projects already in development, not subjecting them to local approval mechanisms in S.B. 52.
- Subjects future projects to review by County Commissioners before developer submitting application to the Ohio Power Siting Board.
- Allows County Commissioners to establish restricted areas where wind and solar projects are prohibited, subject to referendum.
- Adds two more voting members to the Ohio Power Siting Board (OPSB) to now include county and township government representatives or designees on solar and wind projects.
- Requires developers to submit decommissioning plans when applying to OPSB.

Background

The Ohio Power Siting Board, housed within the Public Utilities Commission of Ohio, is responsible for approving the siting of major utility facilities and ensuring that they meet requirements specified in Ohio law. The OPSB issues certificates following a rigorous application process, including notice, hearings, testimony, fees, and an OPSB staff investigation. Projects subject to OPSB jurisdiction are generally not subject to the zoning regulations of the local municipal corporation, county, or township.

Wind and Solar Project Certificates and “Material Amendments”
S.B. 52 revises this approval process for new applications or “material amendments” to existing certificates for an “economically significant wind farm,” a “large wind farm,” or a “large solar facility.” R.C. 303.57.

Under the bill, an economically significant wind farm refers to wind turbines and associated facilities with a single interconnection with the electrical grid capable of generating at least five megawatts (MWs) but not more than 50 MWs. R.C. 303.57 (A). A large solar facility or large wind farm means an electric generating plant that consists of solar panels and associated facilities or wind turbines and associated facilities with a single interconnection to the electrical grid capable of operation at 50 megawatts or more. R.C. 303.57 (B).

A material amendment would:

1. Increase the facility's nameplate capacity
2. Change the facility's generation type from one type of utility facility to another, or
3. Change the facility's boundaries, unless the new boundaries of the facility are entirely within the previous boundaries of the facility or the facility components outside the previous boundaries are underground.
4. For wind projects, increase the number or height of turbines. R.C. 303.57(C).

Application to Pending Projects – “Grandfathering”

The bill specifies that it does not apply to certain pending wind and solar projects, effectively “grandfathering” those projects meeting certain criteria. The grandfathering provisions are separate for pending wind and solar projects. See Sections 3, 4, and 5 of S.B. 52.

For solar, S.B. 52's required County Commission approval does not apply to applications for a certificate or material amendment to an existing certificate that, as of the bill's effective date have received a completed System Impact Study from PJM and paid the fee for the facilities study to PJM.³ Solar projects with that study in hand that have paid the fee by the bill's effective date

¹S.B. 52 will be effective on the ninety-first day after being filed in the Ohio Secretary of State's office. See Art. 2 §(d) of the Ohio Constitution.

²Just prior to passage of this law, the OPSB denied a certificate, when evaluating a project's public interest and necessity, where local residents and local governments provided opposition and formally intervened. See *In re Application of Republic Wind, LLC*, Case No. 17-2295-EL-BGN (Opinion, Order, and Certificate, June 24, 2021).

DICKINSON WRIGHT

are grandfathered. Section 4 of S.B. 52.

If, after the effective date, in order to participate in PJM's capacity market, a large solar facility submits a new queue position for an increase in its capacity interconnection rights, the change in capacity interconnection rights does not subject the facility to the local approval provision, provided that the change in rights occurs without increasing the facility's nameplate capacity. Division (D) of Section 4 of S.B. 52.

If, after the effective date of this section, an applicant for a large solar facility files an additional new service request with PJM, pertaining to the same facility that is in the new services queue, the application is subject to review by the board of county commissioners of the county in which the utility facility is to be located. Division (C) of Section 4 of S.B. 52.

For wind, S.B. 52's required County Commission approval does not apply to applications for a certificate, or material amendment to an existing certificate, that as of 30 days after the bill's effective date, have received a letter of completeness from OPSB. Wind projects deemed complete within 30 days of the bill's effective date are grandfathered. Section 3 of S.B. 52.

County Approval on Project Basis

The bill establishes a 90-day period of review of wind and solar projects by the applicable Board of County Commissioners. After a public meeting is held where the project is described, Commissioners can 1) deny the project, 2) modify the footprint, or 3) take no action in which case the applicant can proceed to OPSB on the 91st day. But note the applicant must apply to OPSB within 300 days. The process also now requires several steps intended to encourage additional local awareness and input regarding the project.

- **Local Pre-Application Meeting:** At least 90 days, but no more than 300 days before applying for a certificate, or an amendment to an existing certificate, the applicant must hold a public meeting in the county. R.C. 303.61(A)
 - **Notice of Meeting:** The applicant must provide written notice regarding the meeting to the Commissioners and the boards of trustees of every township within the county in which the utility facility is to be located at least 14 days before the meeting. R.C. 303.61(B)
 - **Meeting Information:** The applicant must provide specific information about the project at the meeting:

1) the facility type (economic significant wind farm, large wind farm, or large solar facility), 2) the maximum nameplate capacity for the facility, 3) and a map of geographic boundaries of the project. R.C. 303.61(B)

- **County Review after Meeting:** 90 days after the local pre-application public information meeting, Commissioners may take three actions: 1) adopt a resolution prohibiting construction of the project, 2) adopt a resolution limiting the project footprint, or 3) not adopt a resolution within 90 days of the meeting. R.C. 303.62
 - Should the Commissioners not adopt a resolution, the applicant may proceed with the OPSB process.

Restricted Areas/Zones in Counties

In addition to the specific project approval requirement described above, the bill also grants County Commissioners a separate, independent manner to restrict wind and solar development. By resolution adopted at a public meeting, County Commissioners may designate all or part of the unincorporated area of the county as a restricted area where the construction of an economically significant wind farm, a large wind farm, or a large solar facility is prohibited. R.C. 303.58.

Commissioners must provide 30 days advance public notice of the meeting to ensure local awareness when considering a resolution designating restricted areas. R.C. 303.58 (C). Under this section, public notice consists of publishing in a newspaper of general circulation in the county and providing written notice to the Township Trustees, school districts, and libraries within the proposed restricted area.

A county resolution to create restricted areas take effect 30 days after adoption and is subject to referendum. R.C. 303.59. Referendum petitions must be signed by the number of qualified voters residing in the county equal to at least 8% of the total votes cast for all candidates for governor in that county at the most recent general election at which a governor was elected.

Approval for any project must be obtained from the county, even if it is outside a designated restricted area. However, a resolution adopted under R.C. 303.58 does not apply to a project that was effectively approved (by not being prohibited) within the 90-day period established under R.C. 303.62. R.C. 303.58(E). In other words, the establishment of the restricted area is prospective.

Local Officials Added to Ohio Power Siting Board

Under current law, the OPSB is an 11-member board consisting of the PUCO chairperson, who serves as the chairperson and chief executive officer; the directors of Environmental Protection, Development, Services, Health, Natural Resources, and Agriculture; a representative of the public; and four nonvoting legislative members. The member representing the public, who must be an engineer, is appointed by the governor for a four-year term, from a list of three nominees submitted to the governor by the Office of the Consumers' Counsel. This member's appointment is subject to the advice and consent of the Senate. Additionally, the Speaker of the House of Representatives, the Senate President, and the Minority Leaders of the House and Senate each appoint one legislative member and an alternate member to attend the OPSB meetings in the absence of the appointed members.

S.B. 52 adds two voting "ad hoc" members to the OPSB for considering wind and solar applications and material amendments to represent the interests of the residents of the area in which the utility facility is to be located. R.C. 4906.02(A) (2); R.C. 4906.021. One ad hoc member is a chair of the board of township trustees or their "designee." The other ad-hoc member is a county commission president or their "designee."

A designee tapped to serve as a voting ad hoc OPSB member must be one of the following from the same political subdivision as the designator: another elected official or a resident. R.C. 4906.023. If a project is in multiple townships or counties, all of the township trustees in the area vote on the member; likewise for a county commissioner representative when a project spans multiple counties R.C. 4906.021 (C). In addition to other conflict-of-interest related prohibitions on service as an ad-hoc member, project leaseholders are barred from service prohibitions on service. R.C. 4906.021(D).

Decommissioning

S.B. 52 requires an applicant for a certificate or a material amendment to an existing certificate for a utility facility to submit a comprehensive decommissioning plan for the facility for the OPSB to review and approval 60 days before beginning construction. R.C. 4906.21(B). The plan must be prepared by a professional engineer, and designate the responsible parties for decommissioning, a schedule of decommissioning, and cost estimates R.C. 4906.211. The cost estimate must not take into account the salvage value of materials from the facility. Developers must post a performance bond before construction may begin, with the OPSB as the obligee of the bond. R.C. 4906.22.

The bond will need to be updated every five years based on recent estimates, subject to increase if decommissioning costs are greater than the most current estimate. R.C. 4906.222.

Effective Date

As the bill is expected to be signed by Governor DeWine, the new law is anticipated to take effect in early October 2021.

County's Option to Grant PILOT Extended in Ohio's Budget Bill (HB 110)

On the same day the Ohio General Assembly passed S.B. 52, they also passed the state's operating budget, Sub. House Bill 110. In that bill, the state extended by two years the option for counties to offer renewable energy projects a "payment in lieu of taxes" ("PILOT"). The law now sunsets at the end of 2024.

KEY CONTACTS



Christine M.T. Pirik is Of Counsel in Dickinson Wright's Columbus office. She can be reached at 614.591.5461 or cpirik@dickinsonwright.com.



Matthew C. McDonnell is an Associate in Dickinson Wright's Columbus office. He can be reached at 614.591.5486 or mmcdonnell@dickinsonwright.com.



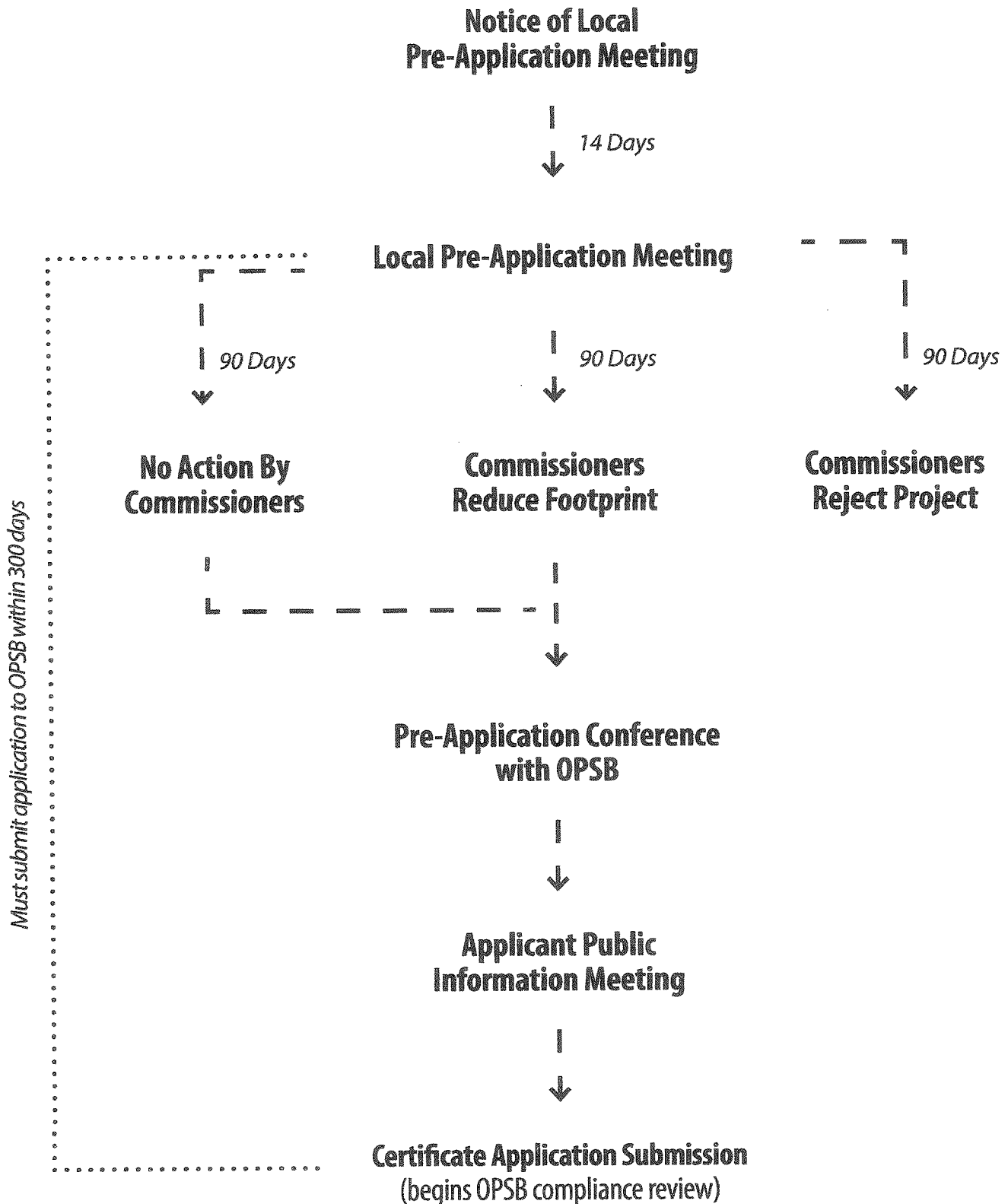
Terrence O'Donnell is a Member in Dickinson Wright's Columbus office. He can be reached at 614.744.2583 or todonnell@dickinsonwright.com.



Madeline P. Fleisher is Of Counsel in Dickinson Wright's Columbus office. She can be reached at 614.591.5474 or mfleisher@dickinsonwright.com.



William V. Vorys is an Associate in Dickinson Wright's Columbus office. He can be reached at 614.744.2936 or vvorys@dickinsonwright.com.



Commissioners' Meeting 04-25-23

Media Covers Up Tracking of Unvaccinated People

U.S. government has secretly been tracking those who didn't get the COVID jab, or are only partially jabbed

<https://www.lewrockwell.com/2023/04/joseph-mercola/media-covers-up-tracking-of-unvaccinated-people/>
By Dr. Joseph Mercola
Mercola.com
April 19, 2023

*** *The codes in an individual's medical record, like all personal health information, are protected by U.S. privacy law and could only be analyzed at the group or population level uncoupled from individual identities ...*

CDC Director Admits For The First Time That Vaccinated People Can Spread COVID

For the first time, CDC Director Rochelle Walensky admitted to Congress Wednesday that those who have taken the COVID vaccine are still capable of spreading the virus to others.

<https://www.infowars.com/posts/video-cdc-director-admits-for-the-first-time-that-vaccinated-people-can-spread-covid/>
by Steve Watson
April 21st 2023

CDC director admits vaccinated can transmit COVID to others

Director made admission during Congressional hearing

<https://www.wnd.com/2023/04/cdc-director-admits-vaccinated-can-transmit-covid-others/>
By WND News Services
Published April 21, 2023

*** In 2021, Walensky made the unsupported claim on national TV that people who had received a Covid shot “do not carry the virus” and “do not get sick.”

The Worst Atrocity in the History of the World Has Been Confirmed

552 pages show Dr. Anthony Fauci lied to Congress and pandemic wasn't natural, but a preventable man-made disaster.

<https://www.infowars.com/posts/the-worst-atrocity-in-the-history-of-the-world-has-been-confirmed/>
by Dr. Robert Malone | Substack
April 23rd 2023

*** HHS documents obtained through FOIA requests reveal aims to create mutant COVID and MERS viruses with gain of function research.

Parents given permission to euthanize children if they have certain diseases

Nation extends voluntary deaths law

<https://www.wnd.com/2023/04/parents-given-permission-euthanize-children-certain-diseases/>

By Bob Unruh
Published April 22, 2023

Scientist: There was 'NO basis' for claims COVID shots safe during pregnancy

Government's 'sloganeering' 'was totally misleading'

<https://www.wnd.com/2023/04/scientist-no-basis-claims-covid-shots-safe-pregnancy/>

By Bob Unruh
Published April 22, 2023

***Bell, a former medical officer and scientist at the World Health Organization and program head for malaria and febrile diseases at the Foundation for Innovative New Diagnostics in Geneva, Switzerland, added, "The data implies that not only was the government's 'safe and effective' sloganeering not accurate, it was totally misleading with respect to the safety data available."

***The data, he said, "which was only released after a FOI request, is extremely disturbing as it shows that authorities knew of major risks with mRNA COVID-19 vaccination while simultaneously assuring populations that it was safe. The fact that mainstream media has (as far as we are aware) completely ignored the newly released data should reinforce the need for caution when listening to the advice of public health messaging regarding COVID-19 vaccination."

Explosive New Study Finds Face Masks May Increase Stillbirths, Testicular Dysfunction, Cognitive Decline IN KIDS

Research finds that face coverings can cause carbon dioxide poisoning, leading to serious health issues

<https://www.infowars.com/posts/explosive-new-study-finds-face-masks-may-increase-stillbirths-testicular-dysfunction-cognitive-decline-in-kids/>

by Steve Watson
April 24th 2023

*** As reported by the Daily Mail, the research, published *in the journal Heliyon*, comprises a review of 43 previously published studies on exposure to CO2, mask-wearing, and pregnancy.

F: Most home incomes are lower

Most Families are struggling to pay monthly bills

Most Americans pay more for food

Most Americans pay more for medical care/medicine

Most Americans pay more for higher education and school supplies

Most Americans pay more for gas

Most Americans pay more for heating of home

Most Americans pay more for clothing

Most Americans pay more...much more... for home mortgage

And yet this county and this country have increased the taxes

School tax

State tax

Federal tax

Property tax

Gas tax

And every other tax.

(Yet PAPER and/or MIKS can't afford)

-AND...We know that this county is spending increased 'tax-payer's money which increases the taxes.

-AND have made very few cuts in budget..nor returned unspent st & fed money.

LITTLE CUTS !!

Commissioners' Meeting 05-02-23

Are You Surprised? Fauci, Gates, DOD & CDC Funded Sudanese Lab Taken Over By Militants

WHO warned this week the rebel group's takeover of the lab presents a 'huge biological risk' for humanity

<https://www.infowars.com/posts/are-you-surprised-fauci-gates-dod-cdc-funded-sudanese-lab-taken-over-by-militants/>
by Kelen McBreen
April 26th 2023, 1:08 pm

*** Winters' article, published Wednesday, detailed how the lab has received funding from Dr. Anthony Fauci's NIH, the Centers for Disease Control and Prevention and even the Department of Defense.

Winters uncovered a CDC pamphlet from 2022 revealing the agency “supported establishment of the first viral load monitoring facility at South Sudan’s National Public Health Laboratory (NPHL)” back in 2018.

*** Additionally, a research paper from July 2022 shows the lab was funded by the CDC and thanks the DOD's US Agency for

International Development for providing the researchers with “support.”

****** Regarding NIH funding of the lab, Winters listed NIAID grants during Fauci's tenure totaling over \$20 million.**

Trudeau says he 'never' forced anyone to get vaccinated, despite enforcing vax mandates

In October 2021, Trudeau announced that all “federal public servants in the Core Public Administration, including members of the Royal Canadian Mounted Police” would be required to show proof of vaccination by Oct. 29 or be “put on administrative leave without pay.”

<https://www.wnd.com/2023/04/trudeau-says-never-forced-anyone-get-vaccinated-despite-enforcing-vax-mandates/>
By WND News Services
Published April 25, 2023

***** Trudeau's record, however, shows a history of pushing for vaccine mandates and disparaging comments about the unvaccinated.**

&&&&&&& WHAT A FARCE !!!!!!!!! &&&&&&&&&

While Researchers Investigate THOUSANDS of Reports of Post-Covid Jab Tinnitus – CDC Says There's No Evidence!

Dr. Bao, who is also a longtime tinnitus sufferer, says his research suggests “the vaccine is interacting with pre-existing risk factors for tinnitus.”

<https://www.infowars.com/posts/while-researchers-investigate-thousands-of-reports-of-post-covid-jab-tinnitus-cdc-says-theres-no-evidence/>
by Adan Salazar
April 26th 2023

*** "If you have the risk factor, you will probably get it from the first dose," he stated, according to the Daily Mail.

*** "Vaccination is an immune response; it could cause inflammation – peripheral inflammation – and peripheral inflammation could affect the brain where the tinnitus is initiated," continued Dr. Bao, who sampled 400 members of the 4.1K-follower group.

Doctors sound alarm over mysterious outbreak of brain infections in Nevada kids – and they believe it's linked to COVID lockdowns

→ The number of brain abscesses in minors tripled in Nevada last year, shooting up from an average of four or five a year to 18.

<https://summit.news/2023/04/29/doctors-sound-alarm-over-mysterious-outbreak-of-brain-infections-in-nevada-kids-and-they-believe-its-linked-to-covid-lockdowns/>
Published 29 April, 2023
Summit News

*** It arose that physicians across the US are observing more and more brain abscesses in younger populations.

Bombshell! Pfizer & FDA Aggressively Pushed COVID Vaccine on Pregnant Women Despite Knowing mRNA Shot Caused Dire Fetal & Infant Risks

Pfizer's own clinical trial documents show the pharmaceutical giant knew as early as 2021 that its COVID injection was not safe for pregnant women

<https://www.infowars.com/posts/bombshell-pfizer-fda-aggressively-pushed-covid-vaccine-on-pregnant-women-despite-knowing-mrna-shot-caused-dire-fetal-infant-risks/>
by Jamie White
April 30th 2023

*** In the months that followed, the CDC and FDA pushed an aggressive campaign to vaccinate pregnant women in the U.S. despite the horrific data.

*** Will these agencies and Pfizer be held to account for pushing the experiments

Big Pharma under investigation for COVID-vaccine fraud

Texas Attorney General Ken Paxton said he's begun looking into claims of alleged COVID vaccine fraud.

<https://www.wnd.com/2023/05/big-pharma-investigation-covid-vaccine-fraud/> By Becker News
By Bob Unruh
Published May 1, 2023

*** New York Post columnist Miranda Devine commented on the "sickening" profits by the "Big Pharma bosses" during the pandemic, when they

were "overselling billions of people around the world on the wondrous qualities of their vaccines."

****"Moderna chief executive Stéphane Bancel made nearly \$400 million last year on his stock options and still owns a reported \$2.8 billion of shares in the company plus his salary and perks. His Pfizer counterpart, Albert Bourla, pocketed a \$33 million salary last year, on top of the millions in Pfizer shares he sold," she reported.

****"The Texas investigation could have widespread implications for the legal immunity granted to manufacturers of the COVID-19 vaccines and open the door to class-action lawsuits from people injured by the mRNA jabs, amid reports of rare but serious adverse effects."

&&&&&*****THIS WAS TRULY BIG BUSINESS & BIG BUCKS FOR BIG PHARMA.....AT BIG EXPENSE OF AMERICA'S HEALTH*****&&&&&

Doctors & Hospitals Will Face MURDER Charges For Actions During Pandemic, Lawyer Claims

"There are cases where we now believe there are healthcare personnel who murdered their patients," says attorney Warner Mendenhall

<https://www.infowars.com/posts/doctors-hospitals-will-face-murder-charges-for-actions-during-pandemic-lawyer-claims/>
by Jamie White
May 1st 2023

****"And just convicting or even bringing charges against some doctors and even hospital systems for murder will shift the chemistry of this and put the fear of God back into the white coats who have led us astray in this process," he added.

****Mendenhall also stressed these upcoming cases will ultimately compel the government to admit that the COVID mRNA injections are not actually vaccines but an experimental gene therapy.

****"Throughout this process, one of the things that will become clear is that we're going to get a court to rule that this is not a vaccine, that it's a genetic therapy," he said.

Watch: RFK Jr. Obliterates Piers Morgan's Lies About COVID Vaccines

"If you look at the countries that did not vaccinate, they had the lowest death rates, they had the lowest COVID infection rates," Kennedy explained, "and if you look at the John's

Hopkins data which the data everybody relies on, there's a direct correlation between excess deaths in the Western nations that heavily vaccinated and the level of COVID vaccination."

"So if you look at excess death, how many people died that shouldn't have died at the end of the year," he continued, "the vaccine is associated – we can't say 'caused' because it's a correlation – but the deaths in the nations that heavily vaccinated *were much higher than those who didn't.*"

Kennedy went on to cite U.S. data as an example of the high excess mortality compared to unvaccinated nations.

"We're one of the most heavily vaccinated countries in the world. We also have the highest COVID death rate in the world. So we have 4.2% of the global population, we have 16% of the COVID deaths. That's not a success story. How can anybody–"

Ironically, the "Uncensored" host at that point decided RFK had said enough and cut him off.

Commissioners' Meeting 05-09-23

James Dobson warns Biden has plan to destroy America's sovereignty

'God help us if we let this happen on our watch'

<https://www.wnd.com/2023/04/james-dobson-warns-biden-plan-destroy-americas-sovereignty/>

By Bob Unruh

Published April 30, 2023

****"I am writing you today to warn of an imminent and real threat to the sovereignty of our nation. Two of our founding fathers, President George Washington and President Thomas Jefferson, counseled America against forming misaligned alliances with foreign entities—especially those who do not share our allegiance to the principles that formed our republic," he said. "Yet, the Biden administration is on the verge of doing just that by turning our keys of self-governance over to the World Health Organization. And, mark my word, if America gives up its sovereign rule as a nation, we could well lose our sweet land of liberty and effectively forsake every generation that has fought and died for it. God help us if we let this happen on our watch."

****Biden's plan would give the U.N. agency "the power to shut us down in the United States and tell us if we have to have a shot in our arm or tell us if we have to wear masks or a number of other things that they would have the power to do."

It would be, "a platform for global governance."

And it was stated that no threat like that has been looming in the past, as it would transfer "U.S. sovereignty to the U.N."

→ ****Dobson noted that the Bible described that "in the last days there will be a one-world government, a dominion that will keep people from buying or selling without the approval of a dictator."

WATCH: Thermographic Imaging Shows Massive Blood Clots in the Asymptomatic Vaxxed

Bombshell analysis reveals Big Pharma's crimes against humanity

<https://www.infowars.com/posts/thermographic-imaging-shows-massive-blood-clots-in-the-asymptomatic-vaxxed/>

Greg Reese | Banned.video

May 3rd 2023

****Go to this video to see and know the TRUTH

Could Warn of The Tech's Dangers

"Look at how it was five years ago and how it is now," he was quoted as saying in the piece, which was published on Monday.

"Take the difference and propagate it forwards. That's scary."

<https://www.sciencealert.com/googles-godfather-of-ai-quit-so-he-could-warn-of-the-techs-dangers>
Science Alert
03 May 2023

*****Geoffrey Hinton, who created a foundation technology for AI systems, told *The New York Times* that advancements made in the field posed "profound risks to society and humanity".**

COVID 'Vaccines' Linked to Untreatable Eyeball Clots, Study Reveals
<https://thenationalpulse.com/2023/05/05/top-scientific-journal-publishes-research-linking-covid-vaccines-eyeball-blood-clots/>
by Jamie White
May 6th 2023, 4:43 pm

*****"The overall risk of retinal vascular occlusion in the vaccinated cohort was 2.19 times higher than that in the unvaccinated cohort at 2 years," study observes.**

→ **'The Big Catch-Up': Chelsea Clinton Pushes 'Largest Childhood Immunization Effort Ever'**

They're coming for your kids.

Chelsea's new effort to inject children with poison jabs comes as she recently expressed support for kids as young as kindergarten age to be exposed to sexually explicit "LGBTQ+" material at school.

<https://www.infowars.com/posts/the-big-catch-up-chelsea-clinton-pushes-largest-childhood-immunization-effort-ever/>
Infowars.com
May 8th 2023

*****Speaking at the Brainstorm Health conference hosted by Fortune Magazine, Chelsea Clinton the daughter of Bill and Hillary aims to provide childhood immunizations to as many children as possible with a new initiative called "The Big Catch-Up."**

she said → **"This is "the largest childhood immunization effort ever."
&&&&& ***** *Government obviously doesn't think they have done enough damage to children....AND adults....YET! !*
!*****&&&&&**

&&&&& *** *And ^{IF} of government is truly so concerned about health of Americans then why do they not REQUIRE IMMUNIZATION of ALL persons illegally crossing the border....and entering into our community? ? ?*****&&&&&***

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