Review Meeting

The Commissioners met at 7:00 p.m. at the Wigwam Event Center, 10190 Blacklick-Eastern Rd., Pickerington, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Clerk of Courts, Branden Meyer; Economic Development Specialist, Anthony Iachini; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; IT Director, Dan Neeley; and Sheriff's Deputy, Andy Robberts. Also in attendance: Elizabeth Moe, Jaclyn Rohaly, Jill Tangeman, David Coe, Erica Kaple, Lance Meyer, and Bobby Fagrell.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance and explained the difference between the Review and Voting portions of the meeting.

Public Comments

None.

Legal Update

Austin Lines summarized the process for Expedited Type II Annexations. He stated that if neither the township nor municipality have made an objection, then O.R.C. 709.023 dictates that the Commissioners are to approve the annexation.

County Administration Update

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

Week in Review

Updates on Upcoming BOC Meetings

The following BOC meetings will be in the Commissioners' Hearing Room of the Administrative Courthouse at 9:00 a.m.:

- May 20, 2025 Commissioner Fix Out
- June 10, 2025 Commissioner Fix Out
 - June 17, 2025 Commissioner Davis Out
- June 24, 2025 Commissioner Fix Out, I will be out also.

There is no BOC meeting scheduled for the following Tuesdays:

- May 27, 2025 No Meeting
- June 3, 2025 No Meeting
- July 1, 2025 No Meeting

Regular Meeting #21 - 2025 - May 13, 2025

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Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

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

Resolutions of note:

- The first two resolutions on the agenda are for Expedited Type II Annexations. The first is from petitioner Catherine Cunningham for 4.38 acres from Violet Township to the City of Canal Winchester. The second is from petitioner Elizabeth Seedorf for 496.232 acres from Walnut Township to the Village of Millersport. I believe we have Elizabeth Seedorf here and a representative for Catherine Cunningham.
- We have a resolution for two proclamations. The first proclamation is for the May 7th Fallen Officers Memorial Service, and the second is for the May 22nd dedication of the Corporal David A. Johnston Memorial Highway in front of American Legion Post 283 in Pickerington.
- There is a resolution to appropriate \$111,541.02 for Change Order 1 for the Airport Hangar Project. Jon Kochis presented information on this change order in the Commissioners' May 6, 2025, meeting.
- The Clerk of Courts has a resolution to approve the contract with Legal Aid of Southeast and Central for Ohio for legal aid services. This is a two year contract for a total of \$200,000 for the contract. Of Justice.

Branden thanked the Prosecutors office for reviewing the contract and added his excitement that the legal aid office is finally coming to fruition.

- Economic Development has a resolution to approve the WOIA (Workforce Innovation and Opportunity Act) Area 20 Subgrant Agreement.
- Regional Planning has a resolution to approve a development agreement with American Barbell who wishes to develop nine acres in Violet Township.
- MCU has five resolutions on the agenda. One for a memo expense, two to appropriate funds, one to approve the Ohio 25 Subgrant Agreement, and one to approve an advance for the grant match to be repaid by December 15, 2026.

Budget Review

• None.

Calendar Review/Invitations Received

- The review of the calendar, invitations received, and correspondence received was provided by the Clerk to the Board of Commissioners, Ms. Menningen.

Regular Meeting #21 - 2025 - May 13, 2025

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- Family and Children First Council Meeting, May 15, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Workforce Center Graduation, May 15, 2025, 11:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- 2025 PACC Annual Awards & Athena Celebration Dinner & Silent Auction, May 15, 2025, 5:00 p.m., The Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
- Olivedale Veterans Group Meeting, May 19, 2025, 1:00 p.m., Olivedale Senior Citizens Center, 253 Boving Rd., Lancaster
- Venture Place Groundbreaking Ceremony, May 29, 2025, 10:30 a.m., Venture Place Site, Lancaster
- MORPC Transportation Innovation Forum, June 4, 2025, 12:00 p.m., Vitria on the Square, 14 E. 15th Ave, 2nd Floor, Columbus
- Village of Rushville's Recognition of Historic Underground Railroad, June 14, 2025, 10:30 a.m., Masonic Townhall, 3198 Market St., Rushville
- Village of Baltimore's Dedication of Bicentennial Park, June 22, 2025, 1:00 p.m., 1314 W. Market St., Baltimore

Correspondence

- Expedited Type II Annexation Petition Filed May 12, 2025, .605 +/- Acres from Pleasant Township to the City of Lancaster, Agent for the Petitioner Chris Tumblin of Casto
- Ohio Division of Liquor Control, Liquor Permit Transfer of Permit #46185510015, 13607 Shell Beach Rd., Thornville
- CFLP Solid Waste District, 1st Quarter Financial Statement
- Correspondence Regarding Large Solar Facilities

Updates from Elected Officials and Department Heads

Auditor Brown introduced Bobby Fagrell as the new GIS Specialist working in her office.

Mr. Fagrell stated he has wanted to work in Ohio and is glad to be in Fairfield County.

Auditor Brown continued with financial stats and reported that the fact sheet for real estate appraisals is available. Her office will be sending out information about the appraisal. She also reported on her excitement to be serving on the National Editorial Board for Government Accountants.

Commissioner Fix congratulated Dr. Brown on her appointment with the national board.

Mr. Vogel stated the Pickerington Road interchange RFP was delayed. He has been approached by several companies wishing to lease land to perform work in that area.

Ms. Wilson encouraged people to join the upcoming Family and Children First Council meeting.

Mr. Iachini stated the upcoming apprenticeship graduation would graduate 69 students. One of the students will be speaking and they have some past students coming back to speak as well.

Ms. Cordle added that Commissioner Levacy and Bobbie Carpenter would be speaking at the graduation.

Clerk of Courts Meyer stated he will be sending out communications about the legal help center and their assistance with family law.

Mr. Neeley spoke about his appreciation of Mr. Meyer and his teamwork.

Mr. Hillberry stated Ms. Mattei would be one of the speakers at the MORPC meeting on June 4, 2025.

Mr. Kochis said repairs have been made to the Pickerington BMV and added that insurance will cover the repair costs.

Mr. Clark stated there are additional financial institutions assisting with the APS service to seniors who are potential victims of exploitation.

Ms. Cordle thanked Deputy Robberts for attending the meeting.

Old Business

Commissioner Davis stated the Board of Commissioners is receiving documentation regarding the application of Carnation Solar in Amanda Township and as a result will have to select an ad hoc member to the Ohio Power Siting Board (OPSB) for that project. The last few years the Commissioners have operated on a certain set of protocols and have learned a lot about the process. He recommended that the Commission give some thought on whether they should take a stance on the project before it gets to the hearing.

Commissioner Levacy stated he had the privilege to attend the Fallen Officers memorial in Lancaster and spoke about the men and women who put their lives on the line every day. He also spoke about the very deserving recipients of the Lancaster-Fairfield Chamber Awards.

Commissioner Fix reported he attended a legislative meeting with school administrators. He also talked about the county's development project and about presenting at a MORPC panel on housing. He attended an Autism Speaks event and was moved by those affected. He added that in regard to the Commissioners' position on solar, the first time we went through this the Commissioners learned a couple of things, that a lot of people are not paying attention to the facts and as challenging as it was, HB 52 put us in the position.

New Business

Commissioner Levacy stated he is excited to attend the workforce graduation and that many of the graduates did not have a career path, and now they do. He will attend the Pickerington Chamber Awards and is excited to attend both the Workforce Center graduation and the Forest Rose graduation.

Commissioner Fix thanked Commissioner Levacy for pushing the Workforce Center forward.

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Commissioner Davis stated that he met with Uber management regarding transit concepts. The potential partnership may allow Fairfield County to get to its goal quicker of providing transit services around the clock.

Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Clerk of Courts, Branden Meyer; Economic Development Specialist, Anthony Iachini; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; IT Director, Dan Neeley; and Sheriff's Deputy, Andy Robberts. Also in attendance: Elizabeth Moe, Jaclyn Rohaly, Jill Tangeman, David Coe, Erica Kaple, Lance Meyer, and Bobby Fagrell.

Announcements

None

Approval of Minutes for May 6, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, May 6, 2025, meeting.

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

Approval of Resolutions from the Fairfield County Commissioners

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

2025-05.13.a	A Resolution to Approve the Expedited Type II Annexation of 4.38 +/- Acres from Violet Township to the City of Canal Winchester, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Catherine Cunningham.
2025-05.13.b	A Resolution to Approve the Expedited Type II Annexation of 496.232 +/- Acres from Walnut Township to the Village of Millersport, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Elizabeth Seedorf
2025-05.13.c	A Resolution Authorizing the Approval of Proclamations
2025-05.13.d	A resolution authorizing appropriations from unappropriated into major expense categories for the General Fund# 1001, Fund to Fund Transfer to the Hangar 2023 Capital Projects Fund # 3896, & appropriations from unappropriated into major expense categories for the Hangar 2023 Capital Projects Fund# 3896.

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2025-05.13.e A resolution approving an account to account transfer in a major object expense categories for the Facilities Budget, General Fund# 1001.

Ms. Tangeman stated she was working for the company that is bringing the data center to the county and stated her appreciation for those who have helped with the process.

Commissioner Davis asked about the next milestone for the project.

Ms. Tangeman stated Millersport is working on agreements that will ensure everything is in place before the data center breaks ground.

Commissioner Levacy stated his appreciation for everyone who is working on development issues in the county.

Commissioner Fix stated the data center team adhered to the non-disclosure agreement and that he has only heard positive comments from his team about working with the developers.

Erica Kaple, on behalf of the first annexation, had nothing to add.

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

Approval of a Resolution from the Fairfield County Auditor - Finance

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

2025-05.13.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – 1001-General Fund

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

Approval of a Resolution from the Fairfield County Board of Developmental Disabilities

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

2025-05.13.g A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

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

Approval of a Resolution from the Fairfield County Board of Elections

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

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2025-05.13.h A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

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

Approval of a Resolution from the Fairfield County Clerk of Courts - Legal

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

2025-05.13.i A Resolution to Approve the Contract with Legal Aid of Southeast and Central Ohio for Legal Aid Services.

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2025-05.13.j A resolution to approve the Area 20/21 WIOA Subgrant Agreement.

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

Approval of a Resolution from the Fairfield County Engineer

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

2025-05.13.k A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2025-05.13.1 A resolution to approve a subgrant agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid, the Ohio Department of Children and Youth, and the Fairfield County Department of Job and Family Services.

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2025-05.13.m A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Oasis Therapeutic Foster Care Network, Inc.

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

2025-05.13.n A resolution to approve a Development Agreement for the American Barbell subdivision

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

Approval of Resolutions from the South Central Major Crimes Unit

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the South Central Major Crimes Unit:

2025-05.13.o	A resolution to approve a reimbursement for share of costs for Rent paid to Fairfield County Commissioners as a memo expenditure for fund #7864/8313 Major Crimes Unit
2025-05.13.p	A resolution to request for appropriations for Major Crimes COSSAP Fund 7858/8360
2025-05.13.q	A resolution to request for appropriations for Major Crimes Recovery Ohio 2025 Fund 7864/8371
2025-05.13.r	A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for Recovery Ohio 2025
2025-05.13.s	A resolution to advance match funds to the South Central Ohio Major Crimes Unit Subgrant Award for Recovery Ohio 2025

Commissioner Davis stated the MCU operating board meeting was productive and improvements in the operations at MCU have been noted. There were discussions about promoting interim commander Duff to permanent commander Duff and the Commissioner would like the Bylaws to be in order before that happens.

Ms. Cordle stated that the agenda draft includes the appointment of Commander Duff and the MCU By-Laws.

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

Regular Meeting #21 - 2025 - May 13, 2025

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Approval of the Payment of Bills

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

2025-05.13.t A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

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

Adjournment

Commissioner Fix stated the Commissioners will continue to have evening meetings to provide the opportunity to participate for those who are not available during the morning. He thanked Barbie Widener for hosting the Commission.

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 7:45 p.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, May 20, 2025, Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion b	oy: David	Levacy
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Seconded by: Steve Davis

that the May 13, 2025, minutes were approved by the following vote:

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

*Approved on May 20, 2025

helle Menningen, Cler Bennett Niceswanger

Jeff Fix

Commissioner

Steve Davis

Commissioner

NAYS: None avid Levacy Commissioner

Regular Meeting #21 - 2025 - May 13, 2025

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REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

Tuesday, May 13, 2025 7:00 p.m. Wigwam Event Center 10190 Blacklick-Eastern Rd. NW Pickerington

1. Review

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

2. Welcome

3. 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.

4. Legal Update

5. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
 - i. Habitat for Humanity Home Dedication, May 22, 2025, 3:30 p.m., 1516 Graf St., Lancaster
 - ii. Family and Children First Council Meeting, May 15, 2025, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
 - iii. Workforce Center Graduation, May 15, 2025, 11:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
 - iv. 2025 PACC Annual Awards & Athena Celebration Dinner & Silent Auction, May 15, 2025, 5:00 p.m., The Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington
 - v. Olivedale Veterans Group Meeting, May 19, 2025, 1:00 p.m., Olivedale Senior Citizens Center, 253 Boving Rd., Lancaster
 - vi. Venture Place Groundbreaking Ceremony, May 29, 2025, 10:30 a.m., Venture Place Site, Lancaster
 - vii. MORPC Transportation Innovation Forum, June 4, 2025, 12:00 p.m., Vitria on the Square, 14 E. 15th Ave, 2nd Floor, Columbus

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REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator Aundrea N. Cordle

Deputy County Administrator Jeffrey D. Porter

> Clerk Rochelle Menningen

- viii. Village of Rushville's Recognition of Historic Underground Railroad, June 14, 2025, 10:30 a.m., Masonic Townhall, 3198 Market St., Rushville
- ix. Village of Baltimore's Dedication of Bicentennial Park, June 22, 2025, 1:00 p.m., 1314 W. Market St., Baltimore
- e. Correspondence
 - Expedited Type II Annexation Petition Filed May 12, 2025, .605 +/- Acres from Pleasant Township to the City of Lancaster, Agent for the Petitioner – Chris Tumblin of Casto
 - ii. Ohio Division of Liquor Control, Liquor Permit Transfer of Permit #46185510015, 13607 Shell Beach Rd., Thornville
 - iii. CFLP Solid Waste District, 1st Quarter Financial Statement
 - iv. Correspondence Regarding Large Solar Facilities

6. Updates from Elected Officials and Department Heads

- 7. Old Business
- 8. New Business
- 9. Regular (Voting) Meeting
- 10. Adjourn

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Project/Category		As of 5/8/25 Appropriations	As of 5/8/25 Expenditure	As of 5/8/25 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,349,882.21	6,348,722.21	1,160.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non- Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non- Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

Project/Category		As of 5/8/25 Appropriations	As of 5/8/25 Expenditure	As of 5/8/25 Obligation
R210e	ADAMH/LSS Housing Projects			0 400 405 00
R210f	Harcum House	3,000,000.00	800,564.01	2,199,435.99
		100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	4,226,722.73	2,199,435.99
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities				
Bromium Bour		39,554.00	39,554.00	0.00
Premium Pay	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

Project/Category		As of 5/8/25 Appropriations	As of 5/8/25 Expenditure	As of 5/8/25 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,557,176.53	204,659.32
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	780,162.36	53,837.64
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,171,600.69	6,913,103.73	258,496.96
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

Project/Category		As of 5/8/25 Appropriations	As of 5/8/25 Expenditure	As of 5/8/25 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,225,277.92	119,250.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61I	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	454,656.40	5.60
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	48,000.00	4,433.00
R61t	County Radios	61,537.50	0.00	61,537.50
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	0.00	20,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		10,000,000.00	9,974,716.35	205,283.65

Project/Category		As of 5/8/25 Appropriations	As of 5/8/25 Expenditure	As of 5/8/25 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	438,815.50	0.00
Subtotal Administration		591,798.66	438,815.50	0.00
Grand Total		\$30,606,902.00	\$27,789,542.24	\$2,664,376.60

ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE MAY 05, 2025 TO May 11, 2025

Fairfield County Commissioners

- AA.05.06-2025.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.05.07-2025.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]
- AA.05.07-2025.b An Administrative Approval for Imaging Services through GEOPRO Imaging, LLC [Commissioners]

Fairfield County Facilities

- AA.05.06-2025.d An Administrative Approval for the Contract between Kalkreuth Roofing, and the Fairfield County Commissioners for roof repairs at the Workforce Center [Facilities]
- AA.05.06-2025.f An Administrative Approval for professional services agreement with the National Center of State Courts for a Court Space Needs Assessment for Fairfield County. [Facilities]

Fairfield County Human Resources

AA.05.06-2025.c An administrative approval to approve an agreement with NFP for a pharmacy benefit management audit for the Fairfield County Health Benefits Plan [Fairfield County Human Resources]

Fairfield County Job and Family Services

AA.05.07-2025.c An Administrative Approval of a Lease Agreement between Enterprise Fleet Management, Inc., and Fairfield County Job & Family Services. [JFS]

Fairfield County Sheriff

AA.05.06-2025.e An Administrative Approval to accept an Ohio Department of Public Safety, Ohio Office of Criminal Justice Services (OCJS) subgrant on behalf of the Subgrantee. [Sheriff]

Fairfield County Transit

AA.05.06-2025.b An Administrative Approval for the approval of the FY2025 Preventive Maintenance grant agreement between the Ohio Department of Transportation (ODOT), the Fairfield County Transit, and Fairfield County Commissioners [Transit] It's time to save the date! We are so excited that it is time to dedicate another home in Lancaster! As a sponsor of this home, we hope you and the Commissioners can join us on Thursday, May 22nd, 2025, at 3:30 pm to celebrate Kaylea becoming a homeowner! 1516 Graf St. Lancaster, Ohio 43130. Please pass this along to anyone you'd like.



Stay fantastic!

Stephanie

Stephanie Taylor | Director of Development & Communications

Habitat for Humanity of Southeast Ohio 707 Slocum Ave. Lancaster OH 43130 m: 740.475.8700

stephanie@habitatseo.org | Donate. Volunteer. Advocate.



From:	Cordle, Aundrea N
То:	Menningen, Rochelle M
Subject:	FW: [E] groundbreaking for Venture Place invite to commissioners
Date:	Friday, May 9, 2025 3:37:32 PM
Attachments:	Venture Place Q & A (5).pdf
	image007.png



From: Jacqueline Howard <jhoward@fairfieldadamh.org>

Sent: Friday, May 9, 2025 3:33 PM

To: Cordle, Aundrea N <aundrea.cordle@fairfieldcountyohio.gov>

Cc: Peebles-Fields, Martha E <mfields@fairfieldadamh.org>

Subject: [E] groundbreaking for Venture Place invite to commissioners

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

Hi Aunie,

We will be having a groundbreaking ceremony on <u>Thursday, May 29 at 10:30 AM</u> at the Venture Place site in Lancaster. Could you please make sure the commissioners receive notice of this special event?

I have attached an informational flyer and either Marcy or I will be in touch in the next week or so with more details.

Thank you, and I hope you have an amazing weekend – Happy Mother's Day!

Jackie Howard

Public Relations Coordinator Fairfield County ADAMH Board 108 W. Main Street, Suite A Lancaster, Ohio 43130 jhoward@fairfieldadamh.org www.fairfieldadamh.org



A supported Housing and Homeless Outreach Project & The Center of Hope

Funded through The Fairfield County Alcohol, Drug Addiction and Mental Health (ADAMH) Services Board

The mission of The Fairfield County ADAMH Board is to partner with communities to create opportunities and encourage participation in quality mental health and/or addiction prevention, treatment, wellness, and recovery services and supports. This project aims to decrease homelessness in Fairfield County by creating safe, affordable housing for unhoused persons with behavioral health needs. ADAMH is addressing the part of the continuum of unhoused persons that is within our mandate and mission for behavioral health.



Rendering of the Future 24-unit Apartment Complex

- Q: Where will this apartment complex be located?
- A: Just off Schorr Way Drive at the end of Venture Place in Lancaster

Q: Who will benefit from this facility?

A: Individuals who have been diagnosed with significant mental health needs. They will receive treatment and wraparound support services.



- Q: Who will be providing services at this new facility?
- A: Lutheran Social Services will provide in-house care and supervision 24/7 as well as other behavioral health agencies joining onsite as needed.

Q: Who will pay the monthly fee of each apartment and is this temporary housing?

A: The Fairfield ADAMH Board is working to obtain vouchers to help subsidize the rent, but it is anticipated that many individuals will begin to work and pay for their own rent. This is permanent housing.



Rendering of the Future Center of Hope

Q: What is the Center of Hope?

A: The Center of Hope provides programming, support, skill building and activities to individuals who are in recovery due to mental health and/or substance use disorders.

Q: Will there be two locations for the Center of Hope?

A: No, the Center of Hope will move from its current location on East Main Street to Venture Place once the new facility is completed.

Q: What will happen to the facility on East Main? $_{ m extsf{i}}$

A: The former site of the Center of Hope will be renovated to create space for programming for shelter residents during the day.

Q: Does it cost anything for consumers to go there?

A: No, the Center of Hope consumers can participate at no charge.

Aerial Site View of the 5-Acre Complex

Q: What is the Cost of this project?

A: The entire cost of Venture Place is about \$13 million.

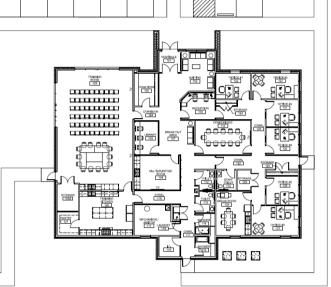
Q: What are the sources of funding?

- A: The ADAMH Board, ARPA Funds, Capital Grants with OMHAS, OHFA Funds and the Federal Home Loan Bank of Cincinnati
- Q: When will the project begin and how long will it take to complete?
- A: The ADAMH Board anticipates breaking ground early spring 2025 and opening in spring of 2026.

For more information please email the Fairfield County ADAMH Board at FairfieldADAMH@fairfieldadamh.org









When: June 4, 2025 Where: Vitria on the Square Time: 12:00 P.M. - 4:30 P.M.

Join MORPC, Smart Columbus, and partners for the **Transportation Innovation Forum:** *Smart Moves. Efficient Solutions.* The forum will provide a platform for an engaging conversation on innovative transportation systems. The forum will consist of two plenary sessions and three breakout sessions focused on innovation in the public sector, supply chain and freight management, and multi-modal transportation.

*Professional Credits will be offered.

Register Today

From:	Matthew S. Schweitzer
То:	Contact Web
Subject:	[E] Rushville Ohio historic marker dedication
Date:	Friday, May 9, 2025 3:34:09 PM

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

Hello. I am the municipal historian for the village of Rushville and I was reaching out to inform you of the planned dedication for a new Ohio historic marker to recognize Rushville and the Underground Railroad that will be dedicated on Saturday, June 14, 2025 at 10:30 AM. The dedication will take place at the Masonic Townhall located at 3198 Market St. The village would be pleased if any of the Fairfield County commissioners would be interested in attending. This will be the first and so far only officially recognized Underground Railroad site in all of Fairfield County. We are hoping to make this an historic event for Rushville. If anyone would be interested in attending please let me know. Hope to see you there.

Thanks Matthew Schweitzer Phone: 614-218-2690



Village of Baltimore

Fairfield County

103 W, Market St. Baltimore, OH 43105 Phone: 740-862-4491 Fax: 740-862-4368

email: mnihiser@baltimoreohio.org

Rick Ellas Mayor

Matthew Nihiser Village Administrator

Brian C. Bibler Fiscal Officer

Jeffrey Feyko Village Solicitor

May 9, 2025

Jeff Fix Fairfield County Commissioner 210 E. Main Street Lancaster, OH 43130

RE: Village of Baltimore Ohio Bicentennial

Dear Commissioner Fix:

The Village of Baltimore is turning 200 years old this year and we would like to extend a special invitation to you.

On Sunday, June 22nd at 1:00 PM, we are dedicating our newest village park, Bicentennial Park located at 1314 W. Market St, Baltimore, OH 43105. There will be a neighborhood Block Party offering free hot dogs and hamburgers beginning at noon and an ice cream social beginning at 12:30 p.m. We will be celebrating our birthday with a flag raising and ribbon-cutting ceremony at our new park at 1:00 PM.

As our County Commissioner, we would be honored by your presence.

Respectfully Requesting Your Presence,

Matthew Nihiser Village Administrator

NOTICE TO LEGISLATIVE AUTHORITY	OHIO DIVISION OF LIQUOR CONTROL 6806 TUSSING ROAD, P.O. BDX 4005 REYNOLDSBURG, OHIO 43068-9005 (614)644-2360 FAX(614)644-3166
5461814 TRFO 02 01 2025 04 09 2025 etil ING DATE D5 D6 23 932 B F33280	MALONE AND SCHRINER LLC DBA BUFFALO LICK & PATIO 13607 SHELL BEACH RD WALNUT TWP THORNVILLE OH 43076
TAX DISTRICT RECEIPT NO.	FROM 05/02/2025
46185510015 PERMIT_NUMBER 02 01 2025 ISSUE DATE 04 09 2025 EILING DATE D5 D6 PERMIT_CLASSES 23 932 TAX_DISTRIGT RECEIPT NO.	KEY WEST WINGS LLC & PATIO 13607 SHELL BEACH RD WALNUT TWP THORNVILLE OH 43076
1	
WE REQUEST A HEARING ON THE AD	VISABILITY OF ISSUING THE PERMIT AND REQUEST THAT OUR COUNTY SEAT. IN COLUMBUS.
	HIS WILL BE CONSIDERED A LATE RESPONSE.
PLEASE SIGN BELOW AND MARK THE	APPROPRIATE BOX INDICATING YOUR TITLE:
Rechallengen (Signature)	Title)-Clerk of County Commissioner Clerk of City Council Township Fiscal Officer
CLERK OF FAIRFIELD C 210 E MAIN ST #301 LANCASTER OHIO 4313	OUNTY COMMISSIONERS

.

DLC 4052

1

a,

REV. 03/09



Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

- **FAX:** (614) 644 3166
- **EMAIL:** Liquordocs@com.ohio.gov
- MAIL: Ohio Division of Liquor Control Attn: Licensing Unit 6606 Tussing Road PO Box 4005 Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit <u>com.ohio.gov/liquorinfo</u>. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at <u>com.ohio.gov/govhelp</u>. Never miss out on when renewal objections are due! Sign-up for our emails at <u>com.ohio.gov/stayinformed</u>.

Thank you in advance for your cooperation, Division Licensing Section (rev. 2.12.25)



May 7, 2025

Jennie Kolometz Fairfield County Litter Prevention 1761 E. Main Street P.O. Box 768 Lancaster, OH 43130

Dear Jennie,

Thank you for the submission of the first quarter report on your Combined Education & Recycling contract.

A financial statement is attached. Please review it carefully and make sure it corresponds with your records. The second quarter report is due July 15, 2025.

The following change was made to your report.

Vehicle Maintenance – The amount of \$13,094.41 was submitted. The amount of \$12,248.94 was allowed. Per earlier email correspondence between you and I, a duplicate invoice in the amount of \$845.47 was mistakenly submitted, and that is the difference between the submitted and allowed figures..

Programmatically, the report documents progress toward meeting 2025 goals and objectives.

If you have any questions or concerns, please do not hesitate to call our office at 740-349-6308.

Thank you,

Lat, Cambell

Kate Campbell Assistant Director

Cc: Fairfield County Commissioners Kim Sorg

FAIRFIELD RECYCLING - EDUCATION FINANCIAL STATEMENT As of March 31, 2025

	Contract	First Qtr	Second Qtr	Third Qtr	Fourth Qtr	Balance
	Budget	Expenses	Expenses	Expenses	Expenses	Remaining
Salaries	506,059.21	132,274.50	00.0	00.0	00.00	373,784.71
Fringes	381,923.98	58,953.92	00.00	00.00	00.00	322,970.06
Supplies	19,513.26	3,635.20	00.00	0.00	00.00	15,878.06
Postage	450.00	56.19	00.0	00.00	00.00	393.81
Equipment Purchase	16,500.00	2,281.49	00.00	0.00	00.0	14,218.51
Equipment	31,206.00	3,369.56	00.0	0.00	0.00	27,836.44
Vehicle Purchase	0.00	00.0	00.0	0.00	00.0	00.00
Vehicle Maintenance	72,294.54	12,248.94	00.00	00.0	00.0	60,045.60
Training	2,000.00	0.00	00.00	0.00	00.0	2,000.00
Membership	170.00	170.00	00.00	0.00	00.0	00.0
Advertising/Print	2,524.00	316.20	00.0	0.00	00.0	2,207.80
Awards/Promotion	6,170.00	645.99	00.0	00.0	00.00	5,524.01
Signs	2,280.00	419.41	00.00	0.00	00.00	1,860.59
Educational Reimbursements	0.00	0.00	00.00	0.00	00.0	00.0
Workshops	2,250.00	78.67	00.00	0.00	00.0	2,171.33
Site Host Stipend	11,000.00	0.00	00.00	0.00	00.0	11,000.00
Disposal of Litter/Contaminants	52,080.00	8,802.56	0.00	0.00	00.0	43,277.44
Collection/Processing Svc	0.00	00.00	00.00	0.00	00.00	00.0
Handling/Transportation	0.00	00.00	00.0	0.00	00.00	00.0
Contingencies	200.00	00.00	0.00	0.00	00.00	200.00
TOTAL	1,106,620.99	223,252.63	0.00	0.00	00.00	883,368.36

Audience	Commitments in Solid Waste Plan		First Qtr
Resklents	Maximize visibility of recycling opportunities and recycling in general	Interactive display at county fair and other public events; assist same with offering recycling opportunities for the public. Loan recycling containers for public events.	Display at the Amanda Cloarcreek Science Night Sycamore Library Baltimore Library, Bremen Library, Northwest Library and Pickerington Library, Each display contained information on accepted materials, upcoming events, HHW, etc. County relator packet is available on the recycling website. Shredding and Electronics Recycling Event advertised on social media and published on our website.
	Reinforce recycling the right materials to increase recycling participation and decrease contamination	Encourage "report a dumper" to public; focus education on clean recyclable and "recycling right"; at least one printed article and a flyer on safer alternative to HHW; incorporate "buy recycled" message into all communications. Offer recycling opportunities such as free shredding, electronic and tire recycling to encourage people to recycle right.	Free confidential shredding offered at the Recycling Center Social media posts encourage residents to report a dumpster, keep materials clean, battery, electronic and motor oil recycling, Display and educational presentations discussed buy recycled items with examples. Free shredding differed at the Recycling Center.
	Create outreach for under- represented populations	Radio programs, PSA and social media posts with educational message to help participate in recycling, including material to apartment dwellers/managers. Offer low cost recycling opportunities such as free document shredding, electronic recycling and the recycling.	Displays at Sycamore Library, Pickerington Library, Northwest Library, and the Bremen Library, Each display contained information on accepted materials. Information on residential recycling sites were made available during all events and presentations. Free shredding offered at the Recycling Center, Free Electronic and Shredding Event advertised on social media.
Schools/youth	Update school activities and presentations to meet instructional standards	Contests, presentations, camps, workshops and educational videos following Ohio Department of Education Standards	OALPRP scholarship posted on social media and sent to high school staff. For the first quarter, 50 youth presentations occurred with 2,047 youth and 80 adults in attendance. Presentations discussed recycling, accepted materials, buying recycled products,
	Link classroom education with actual recycling opportunities	Billboard Contest (presentation and contest), presentations with recycling center lour. Presentation and club meetings or starting/improving school recycling. Offer volunteer opportunities at the recycling center for older youth. Provide support with youth recycling projects.	pollution, wikifie, composing, etc. 1,281 students from 15 clearentary schools received presentations on the Third Grade Billboard Recycling Conlest, accepted materials, waste identification, pollution, landfills, etc. 19 presentations occurred for the Billboard Recycling Contest. One interview with a Master Student on careers in sustainability and waste challenges. OALPRP Scholarship opportunity submitted to high school teachers and posted on social media. Display at 3 Real Money Real World Simulations explaining the importance of waste and recycling with Junior High Students.
	Provide technical assistance in setting up school recycling programs	Yearly school check in with schools on recycling program with information on school recycling amount and recycling tips. Provide support with youth recycling projects.	One school received additional recycling bins for their program. Checked in with one school on recycling program. One school acknowledged on social media for their sustainable efforts.
Businesses	Maximize communication with commercial businesses and highlight successes	Biannuat newstetter with business focused emails to county businesses. Feature business recycling and sustainability efforts on social media.	Businesses emailed with information on upcoming recycling events, County newsletter contained information on upcoming Electronics/Shredding Event and Seeds of Change
	Provide technical support to start up recycling businesses	Attend career days, trade shows and to distribute recycling resource guides. Offer flyer on website with information on starting recycling business.	Recycling Business Guide made available on our website
	Provide information to businesses on recycling service providers and opportunities	Offer waste evaluations, newsletter contest specific to business needs. Attend county's environmental stewardship meeting offering guidance for office recycling programs.	One waste evaluation occurred connecting local hospital with multiple recycling services. Waste evaluation's main goal is to improve recycling contamination and capturing plastic film. Attended county's emironmental stewardship meeting updating county on recycling programs.
	Maintain relationship with business/trade organizations	Participate in Chamber events. Hold one roundtable session per year virtually for business networking opportunities to manage waste promote waste evaluations.	Chamber received information on upcoming events. Partnered with Fairfield County to recycle boxes of old cassette tapes. Offered one Roundtable with OSU Sustainability team as speakers.
Political Leaders	Provide technical support and encouragement to community recycling efforts	Communicate with all township and village offices at least once with updated contact information, summary of assistance available and invitation to put a link of community websites to the county recycling office; Promote and publicize community events, loan recycling containers, help start new twp or village recycling programs; emails to townships quarterly; promote village curbside programs	Townships received information on their 2024 recycling statistics in their jurisdiction. Host site contracts were mailed for renewal as well as requesting updated contact information. Fairfield Soil and Water Conservation Electronics Recycling Event shared on social media.
	Participation in community events	Recycling displays at events with information and supplies about buying recycled, accepted material, and local services. Promote local recycling collection events.	Article in county's newsletter with information on Electronics and Shredding Day Event. Emailed townships with information on upcoming events.
ndustries	Provide information on recycling service providers and opportunities	Offer one industry roundtable virtually with information tailored to county manufactures.	RoundTable featured OSU Sustainability on waste reduction and conducting a waste evaluation.
	implementing a recycling program	Offer waste evaluations to start and expand recycling programs.	Waste evaluations offered during presentations and display events
	industries	Visits, phone calls, and at least one newsletter that reaches all county manufacturers, Attend Chamber Events to network and expand emailing list for newsletter	Waste evaluations offered during presentations and display events.

Required:

Website kept current Comprehensive Resource Guide distributed Infrastructure Inventory distributed

Speaker for all five audiences

Residents	basically your whole county
Residents	population
Schools/youth	all schools, all kids, can include summer camps, kids clubs
	County nonprofits, for-profits
	churches, govt offices, civic groups.
	retail, wholesale, agricultural,
Businesses	service providers
	municipal leaders, township
	trustees, civic groups within a
	specific community is a stretch but
Communities	can be included here
	companies in your county that
Industries	manufacture a product



April 29, 2025

VIA EMAIL AND US MAIL

John Logue Director - Ohio EPA Lazarus Government Center 50 West Town Street, Suite 700 Columbus OH, 43215 lacey.harrier@epa.ohio.gov

Todd Anderson Head of Legal - Ohio EPA Lazarus Government Center 50 West Town Street, Suite 700 Columbus OH, 43215 todd.anderson@epa.ohio.gov Ohio EPA Help Center - Environmental Complaints Lazarus Government Center 50 West Town Street, Suite 700 Columbus OH, 43215 EPA.complaint tracker@epa.ohio.gov

Walnut Township 11420 Millersport Road NE Millersport, Ohio 43046 administrator@walnuttownship.com

<u>Re: Response to Environmental Complaint ID 250304152140 WEC Filed by Ms. Tammy</u> <u>Oliver, Administrator of Walnut Township</u>

Dear Messrs. Logue and Anderson,

This letter serves as EDF Renewables' ("EDFR") respectful response to a complaint submitted by Ms. Tammy Oliver through Ohio EPA's environmental complaint portal on March 4, 2025 ("Complaint"). Ms. Oliver is the Administrator of Walnut Township, but submitted the Complaint in her individual capacity, not at the request of the Walnut Township Trustees ("Trustees") as the complaint otherwise states. The Complaint was filed in opposition to EDFR's pending utility-scale solar project in the area, known as Eastern Cottontail Solar, LLC ("Project"). EDFR submits this response to clarify several inaccuracies and accusations made in the Complaint.

To start: (1) there is no battle between EDFR and Walnut Township; and (2) EDFR is not trying to stifle the Township by "bullying and threatening" the Trustees. EDFR is pursuing the permitting of this Project at the Ohio Power Siting Board ("OPSB") while working and communicating with Walnut Township, its Trustees, and the public. EDFR has acted, and continues to act, in compliance with Ohio law following the normal course of similarly sited solar projects in the state. The OPSB held two days of public hearings on January 27-28, and numerous citizens – including Walnut Township residents – testified regarding the Project. The OPSB also held an evidentiary hearing for the Project from March 4 – 7, during which Walnut Township Trustee William Yates provided testimony.¹ Consequently, these two positions in the Complaint

¹ Transcripts of the public and evidentiary hearings are available on the Public Utilities Commission of Ohio's public docket under Case No. 24-0495-EL-BGN. The link to the case docket is: <u>https://dis.puc.state.oh.us/CaseRecord.aspx?Caseno=24-0495&link=DIVA</u>.

EDF Renewables North America - 3600 American Blvd W, #400, Bloomington, MN 55431

EDF Renewables Page 2

are wholly unfounded, falsely accusatory, and do not represent the hard work and efforts of EDFR employees over the past several years.

Ms. Oliver next lists several individual concerns that she believes Ohio EPA and other state agencies should be acting on. This includes potential environmental impacts to wildlife, drainage and water resources, economic impacts, and land use plans impacts from the Project. She does not provide specific allegations, nor does she indicate how the normal OPSB permitting process, as outlined by Ohio's laws, has failed to address these concerns. The Project is still in the process of seeking approval from the OPSB – a public process. Through this process, the Project has been, and will continue to be, reviewed and permitted by multiple state agencies in accordance with Ohio Law. For example, and specific to Ohio EPA, EDFR will, at the appropriate future time, seek the necessary stormwater permits from Ohio EPA (*for the environmental protection of land and water resources*), and will comply with them. Moreover, if the Project will be under that agency's purview during construction and operation.

EDFR is pursuing the Project in full compliance with Ohio Law while continuing to engage the community, and Ms. Oliver's Complaint does not demonstrate otherwise. We will continue to attempt to work diligently with Walnut Township, as well as the broader public, as the Project continues to progress. We believe the submission of the Complaint was unfortunate - we thank you for this opportunity to correct the record.

Sincerely,

/s/ Nicholas Lucania

Nicholas Lucania Regional Project Development Manager EDF Renewables Nicholas.Lucania@edf-re.com

cc: <u>US Mail</u>

Ohio Power Siting Board - 180 East Broad St, Columbus, Ohio 43215 Fairfield County Commissioners - 210 E. Main St, Lancaster, Ohio 43130 Fairfield County Prosecutor's Office - 219 East Main St, 4th Floor, Lancaster, OH 43131

<u>Email</u>

Michael Settineri, Vorys, Sater, Seymour and Pease LLP David Edelstein, Vorys, Sater, Seymour and Pease LLP Elia Woyt, Vorys, Sater, Seymour and Pease LLP Anna Sanyal, Vorys, Sater, Seymour and Pease LLP

Enclosure: Ohio EPA Complaint ID 250304152140_WEC

Enclosure

From: Subject: Date: matthew.butterfit.outo.ot/o.gov Publiccomments/Grasbustics.cov 24-0405 Wednesday, Narch 5, 2005 3:43:44 Mil

From: IPA Complaint_Tracker@epa chip.gov <EPA Complaint_Tracker@epa chip.gov> Sent: Tuesday, March 4, 2025 3:45 PM To: EPA Complaints_CDO <a href="https://www.complaintsecoucle-complaintsecouc

An environmental complaint was received by Ohio EPA at 3/4/2025 3:21:00 PM, the complaint has No photo(s) attached. District Office: CDO

ID: 250304152140_WEC Created By: Tammy Oliver

Type: DWtr

Source: Buckeye Lake

Address: City "State Zip Code: Blacklick, Ohio 43004

Location:

County:Franklin County Latituda: 40.02314012 Longituda: -82.77275048

Complaint Details: I am the administrator for Walnut Township in Fairfield County. We are currently in a battle against EDF/Eastern Cottontail who has leased 1500+ acres of our prime farmland to turn it into solar fields. The Township Trustees are attempting to lat the voice of the majority of residents be heard by the Ohio Power Siting Board at the hearings that start on Tuesday, March 4th but EDF is trying to stifle the Township by Bullying and threatening the Trustees. They have asked for a waiver to allow them to put the Solar Fields within 2 miles of the Buckeye Lake State Park. The ORC requires 10 miles. This is a concern that the ODNR, EPA, ODA, and Department of Commerce should oppose. This will set a new legal precedence that will be used in the future and Jacopardize our parks and waterways. Here are a few of our other concerns: a)

Environmental and Wildlife Impact - The direct environmental consequences of the proposed Project, Including concerns about Incomplete or flawad environmental impact studies, potential habitat destruction, disruption to local ecosystems, and harm to wildlife populations. b) Drainage Tiles & Water Runoff - Damage to agricultural drainage systems and the resulting long-term effects on farming and surrounding properties. c) Water Resource Management - If the project threatens local water supplies through contamination or overuse, this is a critical environmental and public health concern. d) Economic Impact on Local Businesses and Infrastructure - Increased Road damage, strain on utilities, and economic disadvantages to existing businesses. e) Consistency with Local Land Use Plans - The project contradicts Walnut Township's zoning and the County's long-term land-use goals. Thanks for listening, Tammy Oliver Walnut Township Administrator

Date Occurred: 3/5/2025 8:00:00 AM

Complainant

Complainant: Tammy Oliver Address: 11420 Millersport Road NE City State Zip Code: Millersport, OHIO 43046 Phone: 7404262620 EMail: administrator@watnuttownship.com This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/5/2025 4:20:28 PM

in.

6

1.5

Case No(s). 24-0495-EL-BGN

Summary: Public Comment of Tammy Oliver electronically filed by Docketing Staff on behalf of Docketing. Evan Young 1114 W Market St Baltimore, OH 43105

May 7, 2025

Commissioners Davis, Levacy, and Fix Fairfield County Commissioners 210 E Main Street, Room 302 Lancaster, OH 43130

Dear Commissioners,

Thank you for taking the time to consider public input as part of your decision-making process on the Carnation Solar Project. I am writing today to express my support for this initiative and the many benefits it can bring to our community.

I believe the Carnation Solar Project represents an important step forward in advancing clean energy within Fairfield County. Beyond its environmental impact, the project stands to create valuable jobs and provide a meaningful economic boost to the region. Just as importantly, it upholds the rights of local farmers and landowners to determine how they use their own property, something I strongly believe should be respected.

As a resident of Fairfield County, I appreciate your thoughtful consideration of both public sentiment and long-term sustainability. I encourage you to continue supporting initiatives that align with our region's economic development, landowner rights, and commitment to a cleaner energy future.

Thank you again for your time and leadership.

Sincerely, Evan Young

I lenone golar would cut down on the generation & Infrestrature Itrain on the pauver grid, I also believe 4 purson should be able to do with the preparty as they please. They bought and paid for it. I feel it the government was so against it then they should have to Traspedien the people who would like to put Solar on this own land,

Josh Helley Lithopolis OH 43136

: T() D: I AM FOR THE TAX REVENUE THAT SOLAT PANELS WOULD BRING IN. I Feel THAT LAND OWNERS Should NAUC The Right TO Sell/ LEASE THE LAND FOR Socar PANels. I would Like TO See the good pAYING CLEAN ENERGY JOBS IT Would PROVIDE. TAANKE Rich White

Vanessa Lewis 1318 W. Maplest: Baltimore onio, 43105 Virose, 9 @gmail.com May 7, 2025 commissioner Davis Levacy, and Fix, Fairfield county commissioners' office alo east main street, Room 301 Dear commissioners Davis, Levacy and Fix, I am writing to express my support for the Carnation solar Project and to emphasize the significant opportunities industrial solar energy presents for Fairfeid Gount Vis long term economic and environmental sustainability. The carrictlich solar Project represents a forward-looking demand for clean, investment that aligns with the growing demand for clean, renewable energy. As our country controles to grow and modernize it is personnel that the proving and modernize it is personnel that the proving and and the proving the proving the proving the proving and the proving th modernize, it is essential that we embrace solutions that reduce our reliance on tossil theis while creaning 10cal 2005, generating tax revenues and preserving our Fairfield county has the land, sunight and workforce needed to become a regional reader in renewable energy development. By support and encour name By supporting the carnatien solar project and encour aging similar initiances we can ensure that our county remains competitive, innovative, and fotore ready. Thank you for your time and conside ration. Sincerely, Vanessa Lewis



Dear Commissioners,

I'd like to write regarding my support for industrial solar in Frisheld County. Property rights are important to uphold inthe pursuit of happiness. And while reasonable restrictions can be set to ensure the happiness of the community, as long as there's no threat of danger to neighborng land or people, property owners should be able to do what they want with their land. Solar can also be one prong in the pursuit of anygy independence, at a singuhr homeownerbured or county or state level, particularly important as storms such is ones that produce tomadoos become more friquent due to climate charge.

Solar farms also help the neval community stay neal, something many constituents of the area desire. This is an option to put the land to good use and heep Fairfield county neval while potentially supporting the state in energy needs.

Your consideration on this topic is appreciated. Thank you for taking the time to read my thoughts on the natter.

Pat Drinel

May 9, 2025

Dear Commissioners,

Thank you for considering public opinion in your decision making regarding large-scale solar projects. Projects like these can bring much needed increased tax revenue to our local communities. Particularly in today's economy, families are struggling to make ends meet and are not likely to support increased taxes for the purpose of school funding and community projects.

1º 1

I believe it is important to allow land-owners the right to decide what is right for their properties and their family's well-being. Additionally, projects like these will bring good-paying clean energy jobs to our local communities.

I ask you to remain neutral regarding Carnation Solar, and allow land-owners to make their own decisions. Thank you for your thoughtful consideration.

Sincerely, Elizabeth Vandervoort

7644 Laurelwood Dr. Canal Winchester, OH 43110 To the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a unique opportunity to bolster the economy of Fairfield County while generating clean electricity to help power our energy grid.

By creating over 500 construction jobs and numerous long-term positions, the project will provide significant employment opportunities for local residents and stimulate the local economy. The project is also projected to generate nearly \$2 million annually in tax revenue, amounting to \$80 million over its lifetime. This revenue will be allocated to essential public services, such as schools, police, and fire departments.

In addition to economic benefits, the Eastern Cottontail Solar Project will help preserve farmland. It will allow participating landowners to keep their land in their families for future generations. Moreover, the land used for solar energy can be returned to agricultural use after the project's lifetime.

The project also respects and protects private property rights. Landowners and farmers should be free to utilize their land as they see fit, without government interference – including to help generate clean energy.

I strongly support the Eastern Cottontail Solar Project. It is a valuable investment in Fairfield County and the state of Ohio.

Clean energy is the only way forward, for our children's generations to survive.

Thank you for your consideration.

Sincerely,

Kenneth Wyman <u>munky922@gmail.com</u> 9675 Circle Drive East Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) in Fairfield County is poised to generate over 500 construction jobs, more than 250 indirect jobs, and long-term positions. It will generate \$1.98 million annually in tax revenue, which can be allocated to local schools, and other critical local services like police, and fire departments.

The project represents an excellent opportunity for employment, economic growth, and muchneeded energy generation.

I firmly believe in the benefits of the Eastern Cottontail Solar Project and strongly support its approval.

Sincerely,

Shannon Parlette <u>basketone@hotmail.com</u> 13212 brandon Circle Pickerington, OH 43147

CC:

Fairfield County Commissioners – Steve Davis, David Levacy, Jeff Fix Walnut Township Trustees – Bill Yates, Terry Horn, Doug Leith State Representative Jeff LaRe State Senator Tim Schaffer Dear Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) presents an important opportunity to address our region's growing energy demands. With AEP Ohio predicting that energy demand will double in the decade leading up to 2028 and Fairfield County's need to accommodate a substantial population increase, this project is a vital step in preparing for the future.

Beyond meeting energy needs, this project will create over 500 construction jobs and long-term positions in operations and maintenance, along with an additional 270 indirect jobs in local industries such as supply chain and materials. These job opportunities will be filled by local workers, ensuring that the economic benefits are experienced within our community.

Additionally, the project will generate \$80 million in revenue for essential local services, including schools and emergency responders. This equates to nearly \$2 million annually, supporting crucial community services. The project is also expected to bring about \$220 million in indirect economic benefits through local material purchases.

The Eastern Cottontail Solar Project also respects landowners' rights to use their property as they see fit, including to generate clean, affordable energy. This approach provides farmers with a steady income and allows for the potential return of the land to agricultural use with improved soil quality. Furthermore, by generating clean, American-made energy, the project will contribute to reducing our dependence on foreign energy sources and lower electricity costs.

Thank you for your attention to this important matter,

Chris Harr nspect@hotmail.com 11197 Milnor Rd Pickerington, OH 43147 Dear Ohio Power Siting Board Members,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a critical investment in the future of Fairfield County and the state of Ohio. As AEP Ohio projects that energy demand in central Ohio will double by 2028, we must prioritize the development of sustainable energy sources to meet these growing needs. The Eastern Cottontail Solar Project is well-positioned to help address this demand, providing a stable and reliable source of clean energy for our community.

Fairfield County's 2024 Comprehensive Plan outlines the need to accommodate up to 56,000 new residents by 2050. By approving the Eastern Cottontail Solar Project, we can ensure that Fairfield County is prepared to meet this demand while also reducing our reliance on imported energy. Currently, Ohio imports 20-25% of its energy, a dependency that poses risks to our energy security and economic stability. The decommissioning of coal-fired power plants in Ohio further exacerbates this issue, making it imperative to invest in local renewable energy projects.

Beyond meeting our energy needs, the Project will provide substantial economic and job benefits to our community. In fact, it will create over 500 construction jobs, as well as long-term operations and maintenance positions. And as a taxpayer, the project will produce more \$2 million each year that will be used to fund police, fire, schools and other critical, local services in Fairfield County.

Given the numerous benefits of the Eastern Cottontail Solar Project, I urge the Ohio Power Siting Board to approve this important, forward-looking energy project. By doing so, you will be supporting a community-boosting project that not only meets our energy needs but also promotes economic development, job creation, and environmental sustainability.

Thank you for your consideration,

Shelley Cox shelleylcox@hotmail.com 3194B Lakeside Rd NE Millersport, OH 43046

OPSB Members,

I support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is critical to help in addressing Fairfield County and central Ohio's urgent need for more energy on the grid. As AEP Ohio projects energy demand to double before the end of the decade, it is imperative that we invest in clean, affordable energy sources like solar power to ensure a stable and reliable energy supply for our growing population.

Fairfield County's 2024 Comprehensive Plan outlines the need to accommodate up to 56,000 new residents by 2050. This projected growth will significantly increase the demand for energy, and the Eastern Cottontail Solar Project provides a proactive solution to ensure a stable power supply. By investing in solar power, we can reduce our reliance on imported energy and ensure that Fairfield County is prepared to meet the energy needs of our growing community.

Moreover, the project will generate millions of dollars in tax revenue for schools and local services, and will have a massive \$200+ million economic output. All of this will provide additional economic stability for Fairfield County communities.

We can not continue to rely on nonrenewable resources for the increasing power demands of our growing country. Solar power is the answer to this problem. I wholeheartedly support this solar program.

Solar is reliable, renewable energy. This project will support jobs, schools, and farm land. This a win for all of Ohio.

Thank you for considering my input,

Vicki Banas veebee_columbus@yahoo.com 211 Pearl Ln Pickerington, OH 43147 To the Ohio Power Siting Board,

As a concerned resident of Fairfield County, I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). With the anticipated doubling of energy demand in central Ohio by 2028, as projected by AEP Ohio, it is crucial that we invest in sustainable and reliable energy sources to meet our region's needs. The Eastern Cottontail Solar Project is an ideal solution, providing a clean and sustainable source of power that will help secure our energy future.

Fairfield County is also expected to see significant population growth, with plans to accommodate more than 50,000 new residents by 2050. This growth will undoubtedly increase the demand for energy, and the Eastern Cottontail Solar Project offers a proactive solution to ensure a stable power supply. Additionally, Ohio currently imports 20-25% of its energy, a dependency that poses risks to our energy security and economic stability. The rapid decline of coal-fired power plants further underscores the need for new, local energy solutions.

The Eastern Cottontail Solar Project will not only address our growing energy needs but also provide significant economic benefits to our community. The project is expected to create over 500 local construction jobs and numerous long-term positions in operations and maintenance.

The project will also generate \$2 million annually for essential local services, including schools and police and fire departments. This additional funding will be crucial in maintaining the quality of life in Fairfield County as our population grows.

The economic impact of the Eastern Cottontail Solar Project is estimated to be \$220 million, demonstrating its potential to significantly boost our local economy. This project not only supports our energy needs but also aligns with our community's goals of sustainability and economic development.

Thank you for your time and consideration,

Mike Halaiko <u>mihalaj@icloud.com</u> 285 W Columbus St Pickerington, OH 43147

Dear OPSB,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). As energy demand in central Ohio is projected to double by 2028, according to AEP Ohio, it is essential that we invest in sustainable energy solutions to meet this growing need. The Eastern Cottontail Solar Project is a prime example of the type of innovative, forwardthinking initiative that our region requires to ensure a reliable and environmentally friendly energy supply for the future.

Fairfield County's 2024 Comprehensive Plan has identified the need to prepare for a significant increase in population, with up to 56,000 new residents expected by 2050. This projected growth will undoubtedly increase our community's demand for power, making the development of local renewable energy sources a top priority. By investing in solar power, we can ensure that our energy infrastructure is prepared to meet these future demands while also reducing our reliance on imported energy.

In addition to its environmental benefits, the Eastern Cottontail Solar Project will provide substantial economic advantages for Fairfield County and Ohio. The project is expected to create over 500 construction jobs and numerous long-term positions in operations and maintenance, all of which will be filled by local Ohio residents. This commitment to local hiring will provide stable employment opportunities for our community and stimulate economic growth.

This project not only supports our energy needs but also aligns with our community's goals of sustainability, economic development, and energy independence. By approving the Eastern Cottontail Solar Project, the Ohio Power Siting Board can help ensure a brighter, more sustainable future for all Ohioans.

I urge you to consider the numerous benefits of this project and approve it for the good of our community and our state.

Sincerely,

Cathryn Mcgee cathymcgee564@yahoo.com 1248 Sheridan Dr., Apt. G Lancaster, OH 43130-1991 Dear Ohio Power Siting Board,

By creating more than 500 construction jobs and additional long-term positions, as well as generating long-term, stable revenue, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) will have a significant and positive impact on Fairfield County's economy.

The project will generate nearly \$2 million annually in tax revenue for public services. This includes crucial funding for schools, police, and fire departments, supporting the essential services that our community relies on.

For these reasons, I support the Eastern Cottontail Solar Project and I ask the Ohio Power Siting Board to approve the project. It represents a valuable investment in our community's economic and environmental future.

Thank you for your consideration,

Laurica Creech lauricacreech@gmail.com 1262 Raintree Dr Lancaster, OH 43130

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

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) will significantly benefit Fairfield County by creating over 500 construction jobs and long-term positions. The project will also provide substantial financial support to public services, generating \$1.98 million annually in tax revenue. This funding is crucial for maintaining and enhancing schools, police, and fire departments, ensuring that our community remains well-served and safe.

I ask the OPSB to support the Eastern Cottontail Solar Project. It is a critical investment in our community's future and promotes economic growth.

Sincerely,

Gerard Gerkin gerardgerkin@gmail.com 4555 BICKEL CHURCH RD NW BALTIMORE, OH 43105

CC:

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

Generating over 500 construction jobs and long-term positions, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) promises to significantly impact Fairfield County's economy. The local workforce will greatly benefit from these new employment opportunities, fostering economic growth and stability.

Moreover, the project is expected to generate nearly \$2 million annually in tax revenue for vital public services. This includes funding for schools, police, and fire departments, ensuring that these essential services can continue to operate effectively and serve our community.

In light of these benefits, I strongly support the Eastern Cottontail Solar Project. This initiative is an excellent opportunity to enhance our local economy and promote sustainable energy.

This is the future.

Thank you,

Meig York <u>myogreg75@icloud.com</u> 208 Postage Circle Pickerington, OH 43147

CC:

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

State Senator Tim Schaffer

Members of the Ohio Power Siting Board,

As a resident of Fairfield County, I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is not only a necessary response to the projected doubling of energy demand in central Ohio by 2028 but also a crucial investment in our local economy and community well-being. The 2024 Comprehensive Plan for Fairfield County highlights the need to accommodate a significant increase in population by 2050, which will undoubtedly increase the demand for energy.

The Eastern Cottontail Solar Project offers a proactive solution to these challenges by providing a reliable source of renewable energy that can meet our future needs while reducing our reliance on imported energy. Currently, Ohio imports 20-25% of its energy, and with the rapid decline of coal-fired power plants, the need for new, sustainable energy sources is more urgent than ever. By investing in solar power, we can ensure a stable energy supply that supports our community's growth and development.

The economic opportunities the Project will create should not be understated. It is expected to generate over 500 construction jobs and several long-term positions in operations and maintenance, which will be filled by local residents. This commitment to local hiring will stimulate our economy, providing stable employment and fostering community development.

In addition to job creation, the project will also generate substantial revenue for our local government. With an estimated \$2 million each year in long-term revenue for schools, police, and other critical services, the Eastern Cottontail Solar Project will help ensure that Fairfield County can continue to provide high-quality public services as our population grows. The project is also expected to provide \$80 million to landowners and farmers over its liretime, further supporting the local economy and preserving our agricultural heritage.

The economic output of the project is estimated to be around \$220 million, demonstrating its potential to significantly boost the local economy. This level of investment will not only support our community's growth but also enhance our overall economic resilience. By approving the Eastern Cottontail Solar Project, the Ohio Power Siting Board has the opportunity to support a project that aligns with our community's goals of sustainability, economic development, and energy independence.

I strongly encourage you to approve this project, recognizing its potential to transform Fairfield County and Ohio into a leader in clean energy and sustainable development.

Thank you for your attention,

Kaye Maughmer <u>kayemaughmer@gmail.com</u> 2637 Blacklick Eastern Road NE Millersport, OH 43046 Dear Ohio Power Siting Board Members,

I am writing to express my strong support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project represents a critical investment in the future of Fairfield County and the state of Ohio. As AEP Ohio projects that energy demand in central Ohio will double by 2028, we must prioritize the development of sustainable energy sources to meet these growing needs. The Eastern Cottontail Solar Project is well-positioned to help address this demand, providing a stable and reliable source of clean energy for our community.

Fairfield County's 2024 Comprehensive Plan outlines the need to accommodate up to 56,000 new residents by 2050. This anticipated growth will significantly increase the demand for electricity. By approving the Eastern Cottontail Solar Project, we can ensure that Fairfield County is prepared to meet this demand while also reducing our reliance on imported energy. Currently, Ohio imports 20-25% of its energy, a dependency that poses risks to our energy security and economic stability. The rapid decommissioning of coal-fired power plants further exacerbates this issue, making it imperative to invest in local renewable energy projects.

Beyond meeting our energy needs, the Eastern Cottontail Solar Project will provide substantial economic benefits to our community. The project is expected to create over 500 construction jobs, along with numerous long-term operations and maintenance positions, all of which will be sourced from local Ohio communities. This will provide stable, well-paying jobs for our residents, fostering economic growth and community development. Moreover, the project will generate \$2 million in long-term revenue for essential local services such as schools and police departments, helping to maintain the quality of life in Fairfield County.

In addition to these direct benefits, the project will generate significant economic output, estimated at \$220 million.

Given the numerous benefits of the Eastern Cottontail Solar Project, I urge the Ohio Power Siting Board to approve this important initiative. By doing so, you will be supporting a project that not only meets our energy needs but also promotes economic development, job creation, and environmental sustainability.

Thank you for your consideration,

Olexa Dorwart olexaaa@live.com 2135 Hamburg Rd SW Lancaster, OH 43130 The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is vital for addressing the increasing energy demand in central Ohio, which AEP Ohio projects will double in the decade leading up to 2028. According to Fairfield County's most recent comprehensive plan, the county will have to accommodate up to 56,000 new residents in the next 25 years. We need reliable and sustainable energy solutions to support this growth.

The Project will not only provide a clean energy source, but will also generate significant economic benefits for our community. It will create over 500 construction jobs and bring in long-term revenue for local services like schools and police departments. This is a smart investment in our future, helping reduce Ohio's reliance on imported energy and supporting our local economy and local services residents rely on each and every day.

I urge the Ohio Power Siting Board to approve this project for the benefit of our community and state.

Sincerely,

Steven Mauger steven.foleyartist@gmail.com 11706 Village Way Drive Pickerington, OH 43147 Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) stands as a testament to the future of sustainable energy and economic prosperity in Fairfield County. This project will create over 500 construction jobs, providing immediate employment opportunities for our community, and ensuring long-term stability with additional operations and maintenance positions.

The financial impact of the project is equally important. By generating nearly \$2 million annually in tax revenue, the project will provide essential funding for schools, police, and fire departments. This steady stream of revenue is vital for maintaining and improving these critical public services.

Landowner rights are also a key consideration. The project will be built on private land, allowing farmers and landowners to benefit from their property through solar energy production.

I firmly believe in the value of the Eastern Cottontail Solar Project, and ask the OPSB to approve the project. It is an investment in the future of Fairfield County and the state of Ohio.

Thank you for your time and consideration.

Sincerely,

Wayne Marshall wayne.marshall1940@gmail.com 968 Zeller Circle Pickerington, OH 43147

CC:

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

If approved, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) will bring significant benefits to Fairfield County.

First of all, the project supports and protects private property rights by allowing farmers and landowners to use their land for solar energy production.

Second, the project will create hundreds of local jobs. Construction will require over 500 jobs. Additionally, the project will create long-term operations and maintenance jobs, as well as more than 250 indirect jobs.

Third, the project will generate long-term revenue – paid for by the company rather than taxpayers – that will be an important boost to local services. It will generate nearly \$2 million annually in tax revenue, or \$80 million over its lifetime. This revenue will be directed towards essential public services, such as schools, police, and fire departments.

Given these benefits, I strongly support the Eastern Cottontail Solar Project, and strongly urge the OPSB to approve the project.

Thank you.

Sincerely,

Cheryl Logan clogan02@columbus.rr.com 7124 Pleasantville Rd NE Pleasantville, OH 43148

CC:

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

I support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). It is an essential investment in addressing the increasing energy demands of central Ohio. With AEP Ohio projecting a doubling of power needs by 2028 and the influx of data centers, this solar project is vital for our region's energy future. Further escalating this challenge – locally, here in Fairfield County, our population is expected to skyrocket in the coming years and decades according to the county's most recent Comprehensive Plan.

Eastern Cottontail will generate clean, affordable electricity to help meet this demand. We, as a county and state, can't afford to give up this opportunity.

The project will also provide over 500 construction jobs, 270 indirect jobs, and \$80 million in revenue for local services, including schools and emergency responders. This revenue will support essential community services and contribute to local economic growth.

Investing in the Eastern Cottontail Solar Project is a proactive step toward ensuring a reliable and sustainable energy supply, supporting both our current needs and future development.

Sincerely,

Julianna Kincaid julzkincaid@outlook.com 825 3rd Lancaster, OH 43130 To Whom It May Concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a significant step toward addressing the future energy needs of Ohio. With projections indicating that energy demand will double from 2018-2028 and Fairfield County's need to accommodate a substantial population increase, this solar project is crucial for our community's sustainability.

This project will provide more than 500 construction jobs, long-term roles in operations and maintenance, and 270 additional indirect jobs in local industries. By focusing on local hiring, the project ensures that the economic benefits are felt directly within our community, enhancing local employment opportunities.

Moreover, the Eastern Cottontail Solar Project will generate \$80 million in long-term revenue for local services, such as schools and emergency responders, translating to approximately \$2 million annually. This revenue is essential for maintaining and improving community services. Additionally, the project will bring about \$220 million in indirect economic benefits through local material purchases and construction activities.

The project also contributes to Ohio's energy independence by producing renewable energy locally.

For all of these reasons, I urge the OPSB to approve the Eastern Cottontail Solar Project.

Thank you for your time and consideration,

Clay Johndon <u>clay.buckeye@gmail.com</u> 8021 Chesapeake PI Pickerington, OH 43147 Dear Ohio Power Siting Board Members,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is an essential initiative for preparing Ohio's energy infrastructure for the future. AEP Ohio has said energy demands will double from 2018 to 2028. Fairfield County's 2024 Comprehensive Plan says that the county population will increase by more than 50,000 in the two and half decades. This project provides a sustainable, clean, affordable solution to help meet these challenges.

On top of this, Eastern Cottontail will create jobs, as well as direct and indirect economic benefits in Fairfield County. During construction, more than 500 jobs will be created. There will be long-term jobs created too, as well as an estimated 270 additional indirect jobs in local industries. The project, as a notable taxpayer in the county, will generate \$80 million over the life of the project – or \$2 million annually – to fund local schools, EMS services, and other critical services families in Fairfield County rely on. Not to mention, it is also expected to bring around \$220 million in indirect economic benefits.

Boost for the economy? Yes. Job creator? Contributor to improve schools and services? Yes. Clean, affordable energy to meet growing demand? Yes. This project will be a quadruple win for our county, region and state, and I urge the Ohio Power Siting Board to approve it.

Ohio needs this now more than ever.

Thank you for your consideration,

Brian Lambert waxybkl@aol.com 328 Garfield Ave Lancaster, OH 43130 Dear Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a vital step for meeting Ohio's growing energy demands. With projections indicating a doubling of energy needs by 2028 and Fairfield County's plan to accommodate a significant population increase, this project is essential for ensuring a reliable and sustainable energy supply.

The project will provide more than 500 construction jobs and long-term positions in operations and maintenance, as well as 270 indirect jobs in related industries. This local hiring focus ensures that the economic benefits are felt throughout our community, providing valuable employment opportunities.

In addition, the Eastern Cottontail Solar Project will generate \$80 million in revenue for essential local services, including schools, police, and fire departments, translating to approximately \$2 million annually. This funding will be crucial for maintaining community services. The project will also bring an estimated \$220 million in indirect economic benefits through local material purchases.

I stand in support of this project!

Sincerely,

Terri Grace terrigrace513@gmail.com 4237 N BANK RD NE Millersport, OH 43046 Dear Ohio Power Siting Board Members,

As Ohio faces increasing energy demands, the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents a critical investment in our energy future. With projections indicating a doubling of energy needs by 2028 and Fairfield County's plan to accommodate significant population growth, this solar project is vital for ensuring we meet these needs sustainably.

In addition to helping to meet energy needs, the project will create more than 500 construction jobs, along with long-term operations and maintenance positions, and 270 additional indirect jobs in related local industries.

It doesn't stop there. The Eastern Cottontail Solar Project will generate \$80 million in revenue for local services, such as schools and emergency responders, which amounts to approximately \$2 million annually. This revenue will support essential community services.

Please approve the project for the good of Fairfield County and our state.

Best regards,

Gary Mussett gmussett@gmail.com 276 Postage Cir Pickerington, OH 43147

REGULAR AGENDA #21 FAIRFIELD COUNTY COMMISSIONERS' OFFICE MAY 13, 2025

AGENDA FOR TUESDAY, MAY 13, 2025

7:00 PM Review

Regular Meeting

Pledge of Allegiance

Announcements

Approval of Minutes for May 6, 2025

Commissioners

- 2025-05.13.a A Resolution to Approve the Expedited Type II Annexation of 4.38 +/-Acres from Violet Township to the City of Canal Winchester, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Catherine Cunningham. [Commissioners]
- 2025-05.13.b A Resolution to Approve the Expedited Type II Annexation of 496.232 +/-Acres from Walnut Township to the Village of Millersport, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Elizabeth Seedorf [Commissioners]
- 2025-05.13.c A Resolution Authorizing the Approval of Proclamations [Commissioners]
- 2025-05.13.d A resolution authorizing appropriations from unappropriated into major expense categories for the General Fund# 1001, Fund to Fund Transfer to the Hangar 2023 Capital Projects Fund # 3896, & appropriations from unappropriated into major expense categories for the Hangar 2023 Capital Projects Fund# 3896. [Commissioners]
- 2025-05.13.e A resolution approving an account to account transfer in a major object expense categories for the Facilities Budget, General Fund# 1001. [Commissioners]

Fairfield County Auditor- Finance

2025-05.13.f A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – 1001-General Fund [Auditor- Finance]

Fairfield County Board of Developmental Disabilities

2025-05.13.g A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities [Board of Developmental Disabilities] Fairfield County Board of Elections

2025-05.13.h A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding [Board of Elections]

Fairfield County Clerk of Courts- Legal Division

2025-05.13.i A Resolution to Approve the Contract with Legal Aid of Southeast and Central Ohio for Legal Aid Services. [Clerk of Courts- Legal]

Fairfield County Economic & Workforce Development

2025-05.13.j A resolution to approve the Area 20/21 WIOA Subgrant Agreement. [Economic & Workforce Development]

Fairfield County Engineer

2025-05.13.k A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress [Engineer]

Fairfield County Job and Family Services

- 2025-05.13.1 A resolution to approve a subgrant agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid, the Ohio Department of Children and Youth, and the Fairfield County Department of Job and Family Services. [JFS]
- 2025-05.13.m A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Oasis Therapeutic Foster Care Network, Inc. [JFS]

Fairfield County Regional Planning Commission

2025-05.13.n A resolution to approve a Development Agreement for the American Barbell subdivision [Regional Planning Commission]

South Central Major Crimes Unit

- 2025-05.13.0 A resolution to approve a reimbursement for share of costs for Rent paid to Fairfield County Commissioners as a memo expenditure for fund #7864/8313 Major Crimes Unit [Sheriff - Major Crimes Unit]
- 2025-05.13.p A resolution to request for appropriations for Major Crimes COSSAP Fund 7858/8360 [Sheriff - Major Crimes Unit]
- 2025-05.13.q A resolution to request for appropriations for Major Crimes Recovery Ohio 2025 Fund 7864/8371 [Sheriff Major Crimes Unit]
- 2025-05.13.r A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for Recovery Ohio 2025 [Sheriff - Major Crimes Unit]

2025-05.13.s A resolution to advance match funds to the South Central Ohio Major Crimes Unit Subgrant Award for Recovery Ohio 2025 [Sheriff - Major Crimes Unit]

Payment of Bills

2025-05.13.t A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]

The Next Regular Meeting is Scheduled for May 20, 2025, 9:00 a.m.

Adjourn

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Utilities Director, Tony Vogel; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; FCFC Manager, Tiffany Wilson; Assistant Prosecuting Attorney, Austin Lines; Planner, Nicholas Eastham; Soil and Water Manager, Nikki Drake; Economic & Workforce Development Director, Rick Szabrak; Deputy Workforce Development Director, Deshawn Toney; Chief Deputy Treasurer, Michael Kaper; Urban Technician, Chad Lucht; Information & Communications Coordinator, Tia Dauterman; Area 20 Deputy Director, Baylie Fields; Protective Services Program Administrator, Sarah Fortner; Social Services Supervisor, Elyssa Wanosik; Deputy JFS Director, Heather O'Keefe; Area 20 Apprenticeship Coordinator, Jo Miller; and Sheriff's Deputy, Kevin Romine. Also in attendance: Sherry Pymer, Beth Cottrell, Jim Cottrell; Chris Snider, Ray Stemen, Bob Slater II, and Greg Waidelich.

Virtual attendees: Alex Lape, BGM, Lori Hawk, Rick Szabrak, Jessica Murphy, Shelby Hunt, Ashley Arter, Shannon, Lori Lovas, Deborah, Jennifer Morgan, Jerry Starner, Stacy Hicks, Greg Forquer, Lynette Barnhart, Britney Lee, Joe Ebel, Lisa McKenzie, Jeanie Wears, Josh Horacek, Angel Conrad, Jane Harf, Jared Collins, and Brian Wolfe.

Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

Update, Jon Kochis - Airport

Mr. Kochis provided information on the airport hangar project. He stated there would be contracted savings of \$25,000 on pavement and an additional \$21,000 due to the removal of the hangar showers. There have been three increases due to building code requirements and those include the removal of topsoil, electrical upgrades, ten additional egress doors, and additional energy code requirements. The additional energy code requirements total \$120,000 and the other increases add up to \$29,000. A request for a variance in the code would be a 6 month process and could result in other increased costs. If approved, this would be Change Order Number 1 for the project and represents a total increase of \$110,000. Change orders most often occur when going through the permitting process. Mr. Kochis spoke about the current lease contract increases and stated they are locked at a 3% increase for our current renters. Hangar rent rates would incrementally increase for new renters. The airport has approximately 8 renters leave per year, and those hangars are immediately filled from the wait list. He added that the Airport Authority would pay \$191,666 a year for 30 years to repay the county.

Commissioner Fix asked for clarification on the lease rental rates.

Mr. Kochis replied that the airport is above mid-range for hangar lease rates in Central Ohio, and the area has a low cost effective rate compared to other metropolitan areas.

Commissioner Fix asked if there are any concerns that we will have unrented hangars.

Mr. Kaper and Mr. Kochis replied that the new rate would be an increase of 24 cents per square foot and that the airport should have no issue renting its hangars.

Mr. Kochis stated that Ms. Knisley provided a financial projection that showed the Airport Authority would be able to repay the county's funds and still have monies left for repairs and other costs.

Mr. Kaper stated that the Airport's carry-over will continue to increase and at a rate greater than originally projected.

Mr. Kochis stated that major expenses such as a hangar door breaking are a possibility and that those expenses fall under operational costs which are the responsibility of the Airport Authority. Mr. Kochis provided a PowerPoint (available in the Minutes) which contained a map of the airport.

Commissioner Fix asked about the future expansion of an area on the map identified as area 5 and about area 29A.

Mr. Kochis said area 5 would be challenging to develop due to a creek and added that area 17 is an FAA eligible section. Area 29A is a good property for expansion.

Commissioner Levacy asked about the length of the leases.

Mr. Kochis replied that they are annual with a perpetual renewal and added that the Prosecutor's Office worked on the lease terms in 2021. He further added that the perpetual leases were created by prior individuals on the Commission and Airport Board. New tenants will see a different lease. There are currently 30 individuals and companies waiting for a hangar. Some have been waiting for over two and a half years.

Dr. Brown stated that the Airport Board has the means to pay the land lease and still participate in ways they were unable to in the past.

Mr. Kochis explained that there is an underlying agreement that the Airport Board operates the airport on the Commissioners behalf.

Commissioner Fix thanked Mr. Kochis, Mr. Kaper and the Airport Board for their work on the project.

Listen & Learn, Rick Szabrak – Workforce Development

Mr. Szabrak introduced Tia Dauterman, Deshawn Toney, Jo Miller, and Baylie Fields of the Fairfield County Workforce team. Joe Miller is the new Apprenticeship Coordinator to the Workforce Boad who started in February and is responsible for working with local businesses to grow apprenticeships.

Ms. Toney spoke about the Career Readiness program and stated that all eight Fairfield County school districts are participating and there is a Career Readiness Advisor at each of the districts. In 2024 we started asking the students what they needed to achieve the Career Readiness Endorsement, as many were struggling with the combined endorsement and graduation requirements. Some adjustments were made and in just a year we are seeing more students

connected to the program and able to earn the endorsement. In many cases, obtaining drivers licenses was an obstacle so we started working on ways to help students obtain those.

Commissioner Fix asked if students were dropping out of the program and returning to their home high schools.

Ms. Toney replied that they saw that the Career Readiness Endorsement was too much and difficult to complete for many students, so they looked at ways to assist with obtaining the certifications. We looked at the juniors to see what pieces of the Career Readiness Endorsement they were unable to complete. Sixty-nine students will graduate this year. Seven school districts had students participating in the 2023/2024 school year, and all eight districts had students participating in 2024/2025.

Commissioner Fix asked about the length of time someone would remain an apprentice.

Ms. Toney replied that it depends on the program, some are 6-8 weeks while an electrical apprenticeship is four years. She continued by speaking about the Workforce Center's Summer Camps for students entering the 6th, 7th, or 8th grade. There are four different camps with two sessions each.

Mr. Szabrak thanked Ms. Toney and added that she is doing a great job working with the school districts.

Commissioner Fix asked if there were any other entities in the state working on apprenticeship programs.

Mr. Szabrak stated there are other workforce programs in the state, but they differ greatly from our program. The other programs work more with their local vocational schools. Ohio University received a four year grant for manufacturing. Also, we have a career navigator for STEM. We have three cars owned by the career center which were purchased through a grant for driver's education classes. Mr. Szabrak also spoke about the respiratory and phlebotomy programs and a radiology program being worked on with Hocking College. He added that the team was working with the employees of the 850 jobs affected by Pixelle, which is in the Area 20 workforce territory; and about the Anduril drone manufacturing plant which will hire 4000 people in the next seven years.

Ms. Fields then spoke about some of the special projects being worked on by the Area 20 Workforce board. She added that Tia Dauterman was hired last year to focus on social media, which is getting people to employer hiring events. Area 20 also has a focus on apprenticeships, which is an earn and learn model. She added that they are working with healthcare providers to see where they are experiencing gaps in employment.

Ms. Szabrak added that the state provided a \$500,000 grant for CDL licensing, and the county has a lot on the north side of the airport which will be used for this training.

Commissioner Levacy spoke about the Governor's Workforce Board meeting that is now led by Lt. Governor Jim Tressel, who is very invested in workforce initiatives.

Mr. Szabrak stated that many partners of the Workforce Center provide instructors at their expense.

Commissioner Fix spoke about having the opportunity to speak with Lt. Governor Tressel who had mentioned that he had already heard great things about what Fairfield County is doing. He thanked the Workforce Development team for the impact they are having and the work they are accomplishing.

Public Comments

Ray Stemen of Lancaster stated that there are a great many responsibilities that county leaders must be invested in and offered a Christian prayer.

Bob Slater II of Walnut Township voiced his frustrations with the Ohio Power Siting Board (OPSB) and added that it is his opinion that Commissioner Davis should appoint a designee to serve as the Ad Hoc member on the OPSB.

Beth Cottrell of Amanda Township stated that the OPSB will conduct their review on Wednesday and asked the Commissioners to publicly oppose the Carnation solar project.

Sherry Pymer of Walnut Township stated that it is not too late to oppose the Eastern Cottontail solar project. She added that it is lawfully allowed for all Commissioners, including the Ad Hoc member, to publicly oppose specific projects. She was disappointed that there was no member of the OPSB present at any of the evidentiary hearings.

Samantha Meadows of EDF Renewables (EDF) stated that the Carnation Solar project would be economically important for Amanda township and that EDF wishes to be a good neighbor to the residents of the area.

Legal Update

None.

County Administration Update

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

Week in Review

May 13th Evening Meeting

Next week's Board of Commissioners' Meeting will be on Tuesday, May 13th at 7:00 p.m. The meeting will be at the newly renovated Wigwam Event Center in Violet Township.

Vote Today

If you have not already done so, don't forget to vote.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

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

Resolutions of note:

- The first resolution on the agenda is for the reappointment of Ms. Elyssa Wanosik to the Central Ohio Regional Prevention Council. Ms. Wanosik was originally appointed in March of 2023. The reappointment will expire March 13, 2027.
- There is a resolution to appropriate monies for Facilities that were paid by CORSA for repairs into the General Fund.
- The Clerk of Courts Legal Division has a resolution on the agenda to authorize the purchase of a 2025 Honda HR-V.

Clerk of Courts Meyer stated the resolution incorrectly lists the Legal Division and should instead be the Title Division.

• The Engineer's Office has 3 resolutions on the agenda to award contracts, the Crack Sealing Project to the Russell Standard Corporation, the 2025 Liquid Asphalt Project to Asphalt Materials, Inc., and the Camp Ground Road Bridge Replacement Project to Lindsay Precast.

Budget Review

• Budget Director, Bart Hampson, provided an update on the sales tax.

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- White House State Leadership Conference, May 20, 2025, 9:00 a.m. 1:00 p.m., White House Complex, 1600 Pennsylvania Ave. NW, Washington, D.C.
- Fairfield County Sheriff's Office Award Luncheon, May 29, 2025, 12:00 p.m., Liberty Center, 851 Liberty Dr., Lancaster
- Governor's Executive Workforce Board Meeting, May 8, 2025, 10:30 a.m., Columbus State Community College, Workforce Development Building, 4th Floor Ballroom, 315 Cleveland Ave., Columbus
- Lancaster Fairfield County Chamber Awards and Trade Show, May 8, 2025, 5:30 p.m., Fisher Catholic High School, 1803 Granville Pike, Lancaster

• Fairfield County 4-H Endowment Legacy Dinner, June 12, 2025, 5:00 p.m., Fairfield County Fairgrounds, 157 E. Fair Ave., Lancaster

Correspondence

• Letter and Resume, Juvenile & Probate Divisions Common Pleas Court, April 29, 2025, Re: Nomination for Appointment to the Board of Trustees, Multi-County Juvenile Detention Center

Updates from Elected Officials and Department Heads

Mr. Kaper stated that the payment center drive-thru, located on Chestnut Street in Lancaster, will not be open in time for the second half property tax collections.

Engineer Upp stated that his office is beginning to fill the salt barn and will soon begin construction of their brine station.

Clerk of Courts Meyer stated that they are working to offer legal help through legal aid at the Hall of Justice.

Auditor Brown stated that the map of the month features the islands of Buckeye Lake. She also provided an advanced copy of the MCJDC report for the review packet, thanked Mr. Kochis and his team for updates and security upgrades to the Auditor's Office on the second floor and stated that property owners wishing to schedule appointments would be able to do so online in the coming year.

Ms. Drake stated that her office is helping to promote May as Mental Health Awareness Month with the Fairfield County Suicide Prevention Coalition. The drug collection event had a low turnout but there are multiple locations around the county where people can drop off their expired or unwanted prescription medications.

Mr. Vogel stated that the ODOT Pickerington Road project will be bid out on May 15th.

Mr. Szabrak stated that Economic Development will soon conduct a housing study.

Mr. Kochis stated he had staff that were awarded a grant to assist with firefighter training. He also noted that the repairs for the damage sustained to the BMV at the Pickerington Center have finished.

Mr. Neeley reminded county employees to be mindful of opening any suspicious email links and to verify that they are not a threat to cyber security.

Mr. Clark spoke about the Family Fun Fest which will be held next week at JFS.

Mr. Porter stated he held a meeting with CORSA regarding liability insurance and will be working to better stabilize the increasing rates.

Old Business

Commissioner Davis stated he continues to hold conversations with Uber management.

Commissioner Levacy said he attended the unveiling of The LINK and thought it was a great event. He also attended an event held by Fairhope Hospice.

Commissioner Fix stated he attended the ADAMH event and was impressed with the speakers. He also spent time meeting with Violet Township staff and officials to discuss economic development in their area. He added that he was able to attend an open house event at the Governor's residence and was joined by fellow county elected officials.

New Business

Commissioner Levacy stated he will attend the Chamber of Commerce Annual Trade Show Awards on Thursday.

Commissioner Davis spoke about his position as the Ad Hoc member on the OPSB and explained that he does not wish to appoint a designee in his place because the burden should fall on him.

Regular (Voting) Meeting

The Commissioners continued to their voting portion of the meeting with the following Commissioners present: Jeff Fix, Steve Davis, and David Levacy. County employees in attendance: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Clerk of Courts, Branden Meyer; Engineer, Jeremiah Upp; Utilities Director, Tony Vogel; JFS Director, Corey Clark; IT Director, Daniel Neeley; EMA & Facilities Director, Jon Kochis; FCFC Manager, Tiffany Wilson; Assistant Prosecuting Attorney, Austin Lines; Planner, Nicholas Eastham; Soil and Water Manager, Nikki Drake; Economic & Workforce Development Director, Rick Szabrak; Deputy Workforce Development Director, Deshawn Toney; Chief Deputy Treasurer, Michael Kaper; Urban Technician, Chad Lucht; Information & Communications Coordinator, Tia Dauterman; Area 20 Deputy Director, Baylie Fields; Protective Services Program Administrator, Sarah Fortner; Social Services Supervisor, Elyssa Wanosik; Deputy JFS Director, Heather O'Keefe; Area 20 Apprenticeship Coordinator, Jo Miller; and Sheriff's Deputy, Kevin Romine. Also in attendance: Sherry Pymer, Beth Cottrell, Jim Cottrell; Chris Snider, Ray Stemen, Bob Slater II, and Greg Waidelich.

Virtual attendees: Alex Lape, BGM, Lori Hawk, Rick Szabrak, Jessica Murphy, Shelby Hunt, Ashley Arter, Shannon, Lori Lovas, Deborah, Jennifer Morgan, Jerry Starner, Stacy Hicks, Greg Forquer, Lynette Barnhart, Britney Lee, Joe Ebel, Lisa McKenzie, Jeanie Wears, Josh Horacek, Angel Conrad, Jane Harf, Jared Collins, and Brian Wolfe.

Announcements

Ms. Menningen stated the Clerk of Courts resolutions should both be under the Title Division and added that a resolution that was sent out on the first agenda that had to be removed due to an error. The current agenda had been updated.

Approval of Minutes for April 29, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, April 29, 2025, meeting.

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

Approval of Resolutions from the Fairfield County Commissioners

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

2025-05.06.a	A Resolution to Approve the Reappointment of Ms. Elyssa Wanosik to the Central Ohio Regional Prevention Council
2025-05.06.b	A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001, Facilities.
2025-05.06.c	A resolution to approve a memo receipt and expense for Stop Loss Pool Sub fund & the Self-Funded Healthcare Fund
2025-05.06.d	A resolution to approve a memo transaction for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.
2025-05.06.e	A resolution authorizing the approval of repayment of an advance to the General Fund from the FAA FY2021 grant fund# 3011, sub fund# 8272– Fairfield County Commissioners

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

Approval of a Resolution from the Fairfield County Auditor - Payroll

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

2025-05.06.f A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund #5376 to General #1001 - Fairfield County Auditor

Dr. Brown stated that the resolution is a normal process to move administrative fees into the general fund.

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

Regular Meeting #20 - 2025 Fairfield County Commissioners' Office May 6, 2025

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

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

2025-05.06.g A Resolution Authorizing the Purchase of a 2025 Honda HR-V, for a Total Cost of \$31,985.00

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

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

2025-05.06.h A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1123, Clerk of Courts Title

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

Approval of Resolutions from the Fairfield County Emergency Management Agency

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

2025-05.06.i	A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds 2090 (Sub fund) 8221
2025-05.06.j	A resolution authorizing an account-to-account transfer for EMA Fund 2890 HMEP Grant 2024/2025
2025-05.06.k	A resolution to request for appropriations for receipts for EMA Community Grant Program 2090 (8132)

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

Approval of Resolutions from the Fairfield County Engineer

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

2025-05.06.1	A Resolution to Approve the Contract Bid Award for the 2025 Crack Sealing Project.
2025-05.06.m	A Resolution to Approve the Contract Bid Award for the 2025 Purchase of Liquid Asphalt Project.

Regular Meeting #20 - 2025 – May 6, 2025

Regular Meeting #20 - 2025 Fairfield County Commissioners' Office May 6, 2025

2025-05.06.n A Resolution to Approve the Contract Bid Award for the GRE-22 Camp Ground Road Bridge Replacement Project.

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

Approval of a Resolution from Fairfield County Job and Family Services

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

2025-05.06.0 A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services

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

Approval of Resolutions from the South Central Major Crimes Unit

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the South Central Major Crimes Unit:

2025-05.06.p	A resolution to appropriate from unappropriated in a major expenditure object category for Major Crimes; 7864 FY23 Recovery Ohio.
2025-05.06.q	A resolution authorizing the approval to extend the due date for repayments on an advance for MCU Fund 7829 (8353) JAG Grant Fund and 7858 (8342) COSSAP DOJ Grant

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

Approval of the Payment of Bills

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

2025-05.06.r A resolution authorizing the approval of payment of invoices for departments that need the Board of Commissioners' approval.

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

<u>Adjournment</u>

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 10:37 a.m.

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

Regular Meeting #20 - 2025 – May 6, 2025

Regular Meeting #20 - 2025 Fairfield County Commissioners' Office May 6, 2025

The next Regular Meeting is scheduled for 7:00 p.m. on Tuesday, May 13, 2025, Wigwam Event Center, 10190 Blacklick-Eastern Rd. NW, Pickerington, OH.

Motion by: David Levacy

Seconded by: Steve Davis

that the May 6, 2025, minutes were approved by the following vote:

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

NAYS: None

*Approved on May 13, 2025

Jeff Fix Commissioner Steve Davis Commissioner David Levacy Commissioner

Rochelle Menningen, Clerk

Regular Meeting #20 - 2025 - May 6, 2025

2025-05.13.a

A Resolution to Approve the Expedited Type II Annexation of 4.38 +/- Acres from Violet Township to the City of Canal Winchester, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Catherine Cunningham.

WHEREAS, a petition for the annexation of 4.38 +/- acres, more or less, from Violet Township into the City of Canal Winchester, was filed with the Fairfield County Board of Commissioners on April 11, 2025, under the expedited process outlined in Section 709.023 of the Revised Code; and

WHEREAS, a legal description and survey of the property to be annexed is attached hereto and incorporated herein; and

WHEREAS, (1) The petition for annexation meets all the requirements set forth in, and was filed in the manner provided in, section 709.023 of the Revised Code;

(2) The individuals who signed the petition are owners of the real estate located in the territory proposed for the annexation and constitute all the owners of real estate in that territory;

(3) The territory proposed for annexation does not exceed five hundred acres;

(4) The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation;

(5) The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed for annexation.

(6) If a street or highway is divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation which annexation is proposed has agreed as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem, which is outlined in the attached road maintenance agreement. As used in this paragraph, "street" or "highway" has the same meaning in section 4511.01 of the Revised Code; and 2025-05.13.a

A Resolution to Approve the Expedited Type II Annexation of 4.38 +/- Acres from Violet Township to the City of Canal Winchester, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Catherine Cunningham.

WHEREAS, the City of Canal Winchester, Ohio has adopted the municipal services ordinance to provide city services to the property to be annexed and did not object to the annexation of the territory within the timeframe set forth in R.C. 709.023.

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

Section 1. That the Board of Commissioners finds that the petition is a valid petition to annex and that it meets all the requirements set forth in and was filed in a manner provided in R.C. 709.023.

Section 2. Pursuant to R.C. 709.023, the Board of Commissioners hereby grants the petition to annex 4.38 +/- acres, more or less, from Violet Township into the City of Canal Winchester.

Section 3. That the Clerk of the Board of Commissioners is instructed to deliver a certified copy of the entire record of the annexation proceedings, including the Board resolution, the petition, the map, and all other papers of the file relating to the annexation proceedings to the Clerk of the City of Canal Winchester, Ohio.

Prepared by: Bennett Niceswanger

PETITION FOR ANNEXATION OF 4.38 ACRES, MORE OR LESS, IN VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO TO THE CITY OF CANAL WINCHESTER, OHIO UTILIZING THE SPECIAL PROCEDURE OF OHIO REVISED CODE SECTION 709.023, ET SEO.

TO: THE BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO

Now comes the undersigned petitioner, being one hundred percent (100%) of the owners of certain property as hereinafter described who are included in determining the number of owners needed to sign a petition for annexation and request that his property be annexed to the City of Canal Winchester, Ohio. The territory proposed for annexation contains 4.38 acres, more or less, in Violet Township, Fairfield County, and is contiguous to the boundary of the City of Canal Winchester, Ohio for five percent (5%) or more of the perimeter of the territory proposed for annexation. The undersigned understands the property will not be excluded from the township.

An accurate description of the perimeter of the territory sought to be annexed is attached hereto and made a part hereof as Exhibit "A." A map or plat of the above-described territory sought to be annexed is attached hereto and made a part hereof as Exhibit "B."

The annexation will not create an unincorporated area of township that is completely surrounded by the territory proposed for annexation.

There is no annexation agreement between the City of Canal Winchester and Violet Township pursuant to R.C. 709.192 applicable to this annexation or an applicable Cooperative Economic Development Agreement (C.E.D.A.) pursuant to R.C. 701.07.

The number of owners in the territory sought to be annexed is one (1). The number of owners in the territory sought to be annexed required to be included in determining the number of owners needed to sign a petition is one (1). The number of owners who signed the petition is one (1).

The owner who signed this petition by his signature expressly waives his right to appeal in law or equity from the board of county commissioners' entry of any resolution passed under R.C. 709.023 and waive any right he may have to sue on any issue relating to a municipal corporation requiring a buffer as provided in R.C. 709.023 and further waives any right to seek a variance that would relieve or exempt him from that buffer requirement. Catherine A. Cunningham, 65 E. State Street, Columbus, OH 43215, (614) 486-5486 is hereby appointed agent for the undersigned petitioner, as required by R.C. 709.02; and said petitioner's agent is hereby authorized to make any amendments and/or deletions which in her absolute and complete discretion are proper under the circumstances then existing. In addition, the petitioner's agent is authorized to make such amendments and/or deletions in this petition, map, plat or description in order to correct any discrepancy or mistake noted by the county engineer or others in their examination of the petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map or plat and description to the Board of County Commissioners on, before or after the date set for hearing of this petition unless otherwise specified by law.

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR 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."

NAME

PROPERTY ADDRESS

<u>DATE</u>

Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended 836 Stonehenge Drive Tipp City, OH 45371

3/24/25

Annexation Petition Exhibit A

March 19, 2025

PROPOSED ANNEXATION OF 4.38 ACRE TRACT NORTH OF ASHBROOK ROAD, WEST OF LITHOPOLIS WINCHESTER ROAD NW

FROM: VIOLET TOWNSHIP TO: THE CITY OF CANAL WINCHESTER, OHIO

Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the Southwest Quarter of Section 32, Township 15, Range 20, and being all of that 4.38 acre tract described in a deed to Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202300014475 (all records referenced herein being to those located in the Recorder's Office, Fairfield County, Ohio, unless otherwise noted), and being more particularly described as follows:

Beginning at a point on the eastern corporation line of the City of Canal Winchester, as established by Ordinance Number 726, of record in Miscellaneous Record 136, Page 285, Recorder's Office, Franklin County, Ohio, at the southwest corner of Section 32, the southeast corner of Section 31, on the northerly line of Section 6, the northerly line of that 37.00 acre tract described in a deed to Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202400007540, at the southeast corner of that 34.76 acre tract described in a deed to Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202404300041862, Recorder's Office, Franklin County, Ohio, at the southwest corner of said 4.38 acre tract, and on the centerline of Ashbrook Road (40 foot width);

Thence **northerly**, along the westerly line of Section 32, the easterly line of Section 31, said City of Canal Winchester corporation line, the easterly line of said 34.76 acre tract, the westerly line of said 4.38 acre tract, an approximate distance of **1,386 feet** to a point at the northwest corner of said 4.38 acre tract and the southwest corner of that 30 acre tract described in a deed to Richard Keith Selzer and Sharon Lee Ventresca, Successor Trustees, of record in Official Record 1728, Page 1062;

Thence **easterly**, along the northerly line of said 4.38 acre tract and the southerly line of said 30 acre tract, an approximate distance of **85 feet** to a point on the centerline of Lithopolis Winchester Road (60 foot width), at the northeast corner of said 4.38 tract, and the northwest corner of that 16.529 acre tract described in a deed to William P. Ratcliff and Stephanie Ratcliff, of record in Instrument Number 202400020954;

Thence **southeasterly**, along the easterly line of said 4.38 acre tract, the westerly line of said 16.529 acre tract, and the centerline of Lithopolis Winchester Road, an approximate distance of **518 feet** to an angle point on the easterly line of said 4.38 acre tract and the westerly line of said 16.529 acre tract;

Thence **southerly**, along the easterly line of said 4.38 acre tract, the westerly line of said 16.529 acre tract, becoming the westerly line of that 10.883 acre tract described in a deed to William P. Ratcliff and Stephanie Ratcliff, of record in Instrument Number 202400020954, then becoming the westerly line of that 5.4267 acre tract described in a deed to Jamoya A. Cox and Deonna R. Cox, of record in Official Record 1811, Page 4314, then becoming the westerly line of that 10.12 acre tract described in a deed to Todd Lewis and Ginalee Lewis, of record in Instrument Number 202200008581, an approximate distance of **871 feet** to a point on the southerly line of Section 32, at the centerline intersection of Ashbrook Road (40 foot width) and Lithopolis Winchester Road, the northeast corner of Section 6, the northwest corner of Section 5, the southeast corner of said 37.00 acre tract, and the northwest corner of that 2.24 acre tract described in a deed to Kathleen Elizabeth Bahrey and Jonathon Hoopes, of record in Official Record 1806, Page 3520;

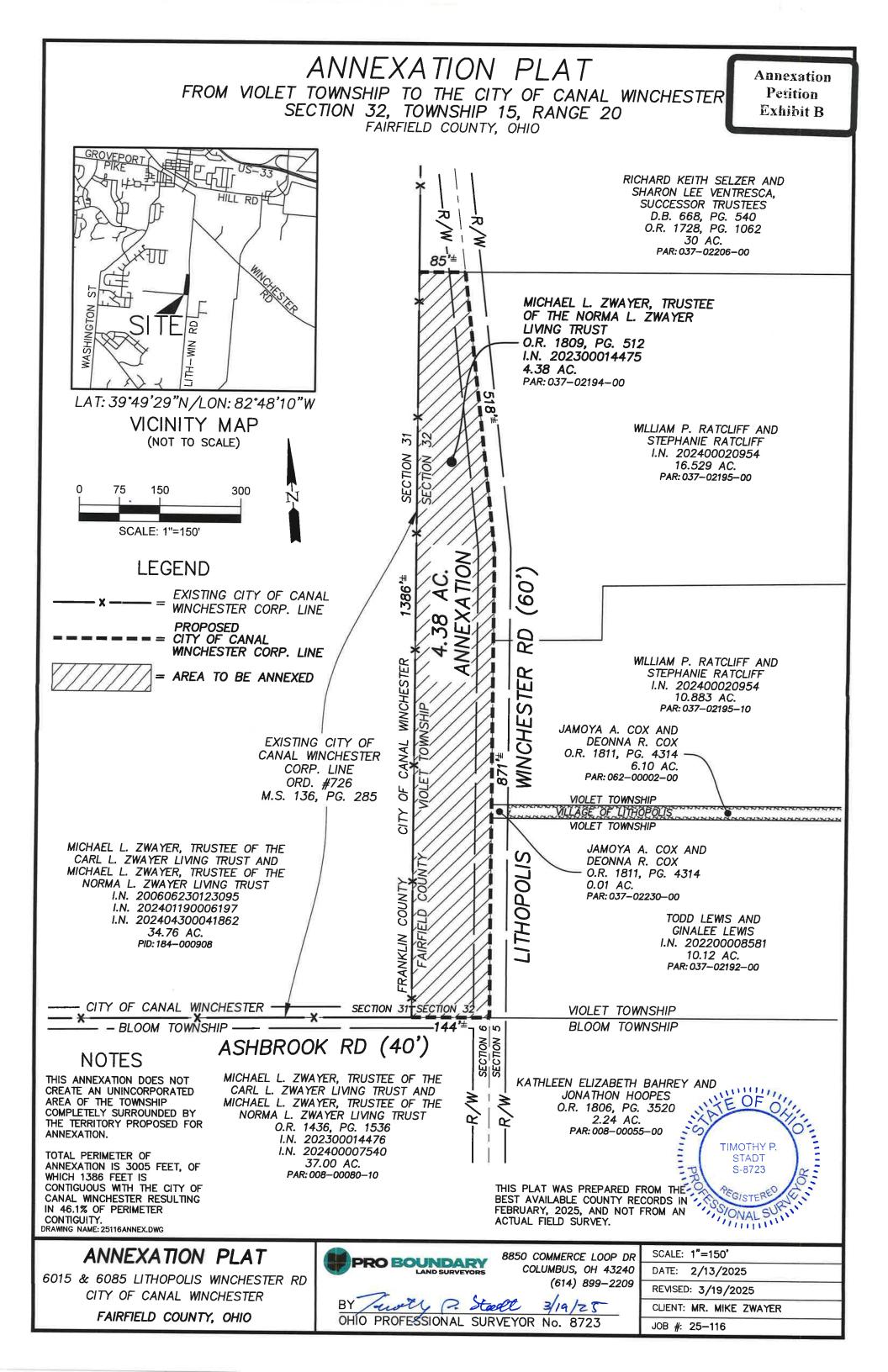
Thence **westerly**, along the southerly line of said 4.38 acre tract, the northerly line of said 37.00 acre tract, the southerly line of section 32, the northerly line of section 6, and the centerline of Ashbrook Road (40 foot width), approximately **144 feet** to the point of beginning, containing 4.38 acres of land, more or less.

This description was prepared by Pro Boundary, LLC, and based on best available county records in February, 2025. The above description was prepared for annexation purposes only and is not intended for the transfer of real property.

roly by /

OF A Stranger TIMOTHY P. STADT S-8723

Timothy P. Stadt 3/19/23 Registered Surveyor No. 8723



LIST OF ALL TRACTS, LOTS OR PARCELS INSIDE AND ADJACENT TO AND/OR ACROSS THE ROAD FROM THE TERRITORY TO BE ANNEXED

Ohio Revised Code §709.023(C)

<u>Proposed Annexation of 4.38 Acres in Violet Township,</u> to the City of Canal Winchester, Fairfield County, Ohio

Name of Owner	Mailing Address	Parcel Number
Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended	836 Stonehenge Drive Tipp City, OH 45371	037-02194-00
Michael L. Zwayer, Successor Trustee of the Carl L. Zwayer Living Trust dated July 28, 1999, as amended Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended	836 Stonehenge Drive Tipp City, OH 45371	008-00080-10 184-000908-00 184-000910-00 (Franklin County)
Richard Keith Selzer Sharon Lee Ventresca Successor Trustees to the Gladys C. Selzer Revocable Trust dated November 25, 1997 Richard Keith Selzer Sharon Lee Ventresca Successor Trustees to the John H. Selzer Revocable Trust dated November 25, 1997	6350 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02206-00
William P. Ratcliff Stephanie Ratcliff	6160 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02195-00 037-02195-10
Jamoya A. Cox Deonna R. Cox	6070 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	062-00002-00 037-02230-00

Name of Owner	Mailing Address	Parcel Number
Todd Lewis Ginalee Lewis	6030 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02192-00
Kathleen Elizabeth Bahrey Jonathon Hoopes	5960 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	008-00055-00

PETITION FOR ANNEXATION OF 4.38 ACRES, MORE OR LESS, IN VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO TO THE CITY OF CANAL WINCHESTER, OHIO UTILIZING THE SPECIAL PROCEDURE OF OHIO REVISED CODE SECTION 709.023, ET SEO.

TO: THE BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO

Now comes the undersigned petitioner, being one hundred percent (100%) of the owners of certain property as hereinafter described who are included in determining the number of owners needed to sign a petition for annexation and request that his property be annexed to the City of Canal Winchester, Ohio. The territory proposed for annexation contains 4.38 acres, more or less, in Violet Township, Fairfield County, and is contiguous to the boundary of the City of Canal Winchester, Ohio for five percent (5%) or more of the perimeter of the territory proposed for annexation. The undersigned understands the property will not be excluded from the township.

An accurate description of the perimeter of the territory sought to be annexed is attached hereto and made a part hereof as Exhibit "A." A map or plat of the above-described territory sought to be annexed is attached hereto and made a part hereof as Exhibit "B."

The annexation will not create an unincorporated area of township that is completely surrounded by the territory proposed for annexation.

There is no annexation agreement between the City of Canal Winchester and Violet Township pursuant to R.C. 709.192 applicable to this annexation or an applicable Cooperative Economic Development Agreement (C.E.D.A.) pursuant to R.C. 701.07.

The number of owners in the territory sought to be annexed is one (1). The number of owners in the territory sought to be annexed required to be included in determining the number of owners needed to sign a petition is one (1). The number of owners who signed the petition is one (1).

The owner who signed this petition by his signature expressly waives his right to appeal in law or equity from the board of county commissioners' entry of any resolution passed under R.C. 709.023 and waive any right he may have to sue on any issue relating to a municipal corporation requiring a buffer as provided in R.C. 709.023 and further waives any right to seek a variance that would relieve or exempt him from that buffer requirement.

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Fairfield County Commissioners Barringen

Page 1

Catherine A. Cunningham, 65 E. State Street, Columbus, OH 43215, (614) 486-5486 is hereby appointed agent for the undersigned petitioner, as required by R.C. 709.02; and said petitioner's agent is hereby authorized to make any amendments and/or deletions which in her absolute and complete discretion are proper under the circumstances then existing. In addition, the petitioner's agent is authorized to make such amendments and/or deletions in this petition, map, plat or description in order to correct any discrepancy or mistake noted by the county engineer or others in their examination of the petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map or plat and description to the Board of County Commissioners on, before or after the date set for hearing of this petition unless otherwise specified by law.

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR 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."

NAME

PROPERTY ADDRESS

<u>DATE</u>

Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended

836 Stonehenge Drive Tipp City, OH 45371

3/24/25

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Fairfield County Commissioners



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Eairfield County Commissioners

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Annexation Petition Exhibit A

March 19, 2025

PROPOSED ANNEXATION OF 4.38 ACRE TRACT NORTH OF ASHBROOK ROAD, WEST OF LITHOPOLIS WINCHESTER ROAD NW

FROM: VIOLET TOWNSHIP TO: THE CITY OF CANAL WINCHESTER, OHIO

Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the Southwest Quarter of Section 32, Township 15, Range 20, and being all of that 4.38 acre tract described in a deed to Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202300014475 (all records referenced herein being to those located in the Recorder's Office, Fairfield County, Ohio, unless otherwise noted), and being more particularly described as follows:

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Thence **northerly**, along the westerly line of Section 32, the easterly line of Section 31, said City of Canal Winchester corporation line, the easterly line of said 34.76 acre tract, the westerly line of said 4.38 acre tract, an approximate distance of **1,386 feet** to a point at the northwest corner of said 4.38 acre tract and the southwest corner of that 30 acre tract described in a deed to Richard Keith Selzer and Sharon Lee Ventresca, Successor Trustees, of record in Official Record 1728, Page 1062;

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Thence **southeasterly**, along the easterly line of said 4.38 acre tract, the westerly line of said 16.529 acre tract, and the centerline of Lithopolis Winchester Road, an approximate distance of **518 feet** to an angle point on the easterly line of said 4.38 acre tract and the westerly line of said 16.529 acre tract;

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Thence **westerly**, along the southerly line of said 4.38 acre tract, the northerly line of said 37.00 acre tract, the southerly line of section 32, the northerly line of section 6, and the centerline of Ashbrook Road (40 foot width), approximately **144 feet** to the point of beginning, containing 4.38 acres of land, more or less.

This description was prepared by Pro Boundary, LLC, and based on best available county records in February, 2025. The above description was prepared for annexation purposes only and is not intended for the transfer of real property.

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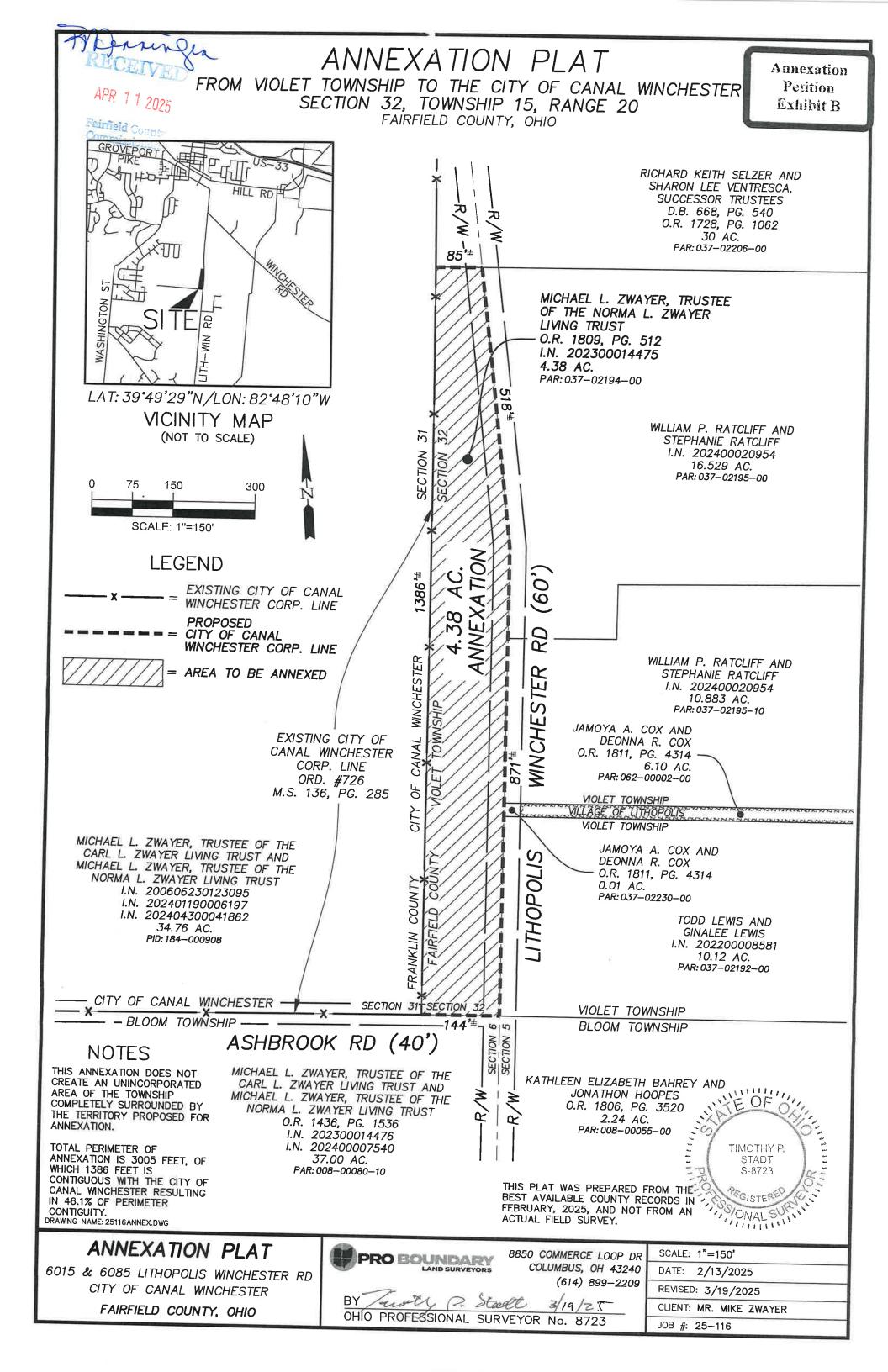
Timothy P. Stadt 3/19/23 Registered Surveyor No. 8723



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APR 11 2025

Fairfield County Commissioners



LIST OF ALL TRACTS, LOTS OR PARCELS INSIDE AND ADJACENT TO AND/OR ACROSS THE ROAD FROM THE TERRITORY TO BE ANNEXED

Ohio Revised Code §709.023(C)

Proposed Annexation of 4.38 Acres in Violet Township, to the City of Canal Winchester, Fairfield County, Ohio

Name of Owner	Mailing Address	Parcel Number
Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended	836 Stonehenge Drive Tipp City, OH 45371	037-02194-00
Michael L. Zwayer, Successor Trustee of the Carl L. Zwayer Living Trust dated July 28, 1999, as amended Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended	836 Stonehenge Drive Tipp City, OH 45371	008-00080-10 184-000908-00 184-000910-00 (Franklin County)
Richard Keith Selzer Sharon Lee Ventresca Successor Trustees to the Gladys C. Selzer Revocable Trust dated November 25, 1997 Richard Keith Selzer Sharon Lee Ventresca Successor Trustees to the John H. Selzer Revocable Trust dated November 25, 1997	6350 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02206-00
William P. Ratcliff Stephanie Ratcliff	6160 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02195-00 037-02195-10
Jamoya A. Cox Deonna R. Cox	6070 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	062-00002-00 037-02230-00



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Fairfield Countr Commissions

Name of Owner	Mailing Address	Parcel Number
Todd Lewis Ginalee Lewis	6030 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02192-00
Kathleen Elizabeth Bahrey Jonathon Hoopes	5960 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	008-00055-00

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Fairfield County Commissioners

RNGeringen



Kegler Brown Hill + Ritter Co. LPA 65 East State Street, Suite 1800 Columbus, OH 43215 (614) 462-5400 www.keglerbrown.com

April 22, 2025

Via FedEx Standard Overnight

Rochelle Menningen, Clerk Fairfield County Board of County Commissioners 210 E. Main Street, Suite 302 Lancaster, OH 43130

> RE: Petition for Annexation of 4.38 Acres, More or Less, in Violet Township, Fairfield County, Ohio to the City of Canal Winchester, Ohio Utilizing the Special Procedure of Ohio Revised Code Section 709.023, *et seq.*

Dear Ms. Menningen:

I have enclosed an originally signed and two (2) copies of each of the following documents in the above-referenced annexation:

- 1. Affidavit Attesting to Property Owner Notice; and
- 2. Affidavit Attesting to Service of Notice of Filing of Petition on the Municipal Clerk and the Township Fiscal Officer.

Please accept the originally signed Affidavits for filing, date-stamp the copies and return the copies to me in the enclosed self-addressed, stamped envelope.

Please feel free to call me if you have any questions.

Sincerely,

Sackley

Kelly L. Ackley Legal Assistant/Paralegal

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APR 2 4 2025

Fairfield County Commissioners

/kla

Enclosures

4939-1925-7913v1

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO

In Re: Petition for Annexation of 4.38	
Acres, More or Less, in Violet Township,	•
Fairfield County, Ohio to the City of	:
Canal Winchester, Ohio Utilizing the	:
Special Procedure of Ohio Revised	
Code Section 709.023, et seq.	÷

AFFIDAVIT ATTESTING TO PROPERTY OWNER NOTICE

R.C. §709.023(B)

STATE OF OHIO	3	
	:	SS
COUNTY OF FRANKLIN	÷.	

The undersigned having first been duly cautioned and sworn deposes and says:

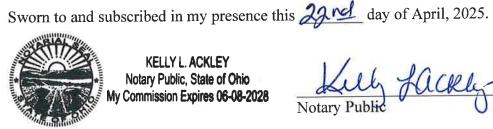
The undersigned is the petitioners' agent for a petition seeking annexation of 4.38 1. acres to the City of Canal Winchester, Ohio identified in the caption above.

The undersigned has been sworn and this Affidavit is based upon the Affiant's 2. personal knowledge.

On April 11, 2025, within five (5) days of the filing of the petition with the 3. Fairfield County Board of County Commissioners on April 11, 2025, a "Notice To Owners And Adjacent Owners" of the filing of the petition for annexation together with the petition, attachments and documents accompanying the petition filed with the commissioners was served by regular U.S. mail to all the owners within the territory sought to be annexed and to all owners adjacent to the territory proposed to be annexed or adjacent to a road that is adjacent to that territory and located directly across the road from that territory. A copy of the notice without attachments is attached hereto.

Further affiant sayeth naught.

Catherine A. Cunningham Petitioner's Agent



KELLY L. ACKLEY Notary Public, State of Ohio My Commission Expires 06-08-2028

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Commissioners

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NOTICE TO OWNERS AND ADJACENT OWNERS Ohio Revised Code §709.023(B)

Dear Owner or Adjacent Owner:

You are the owner of property adjacent to or within territory proposed to be annexed to the City of Canal Winchester, Ohio. A petition for annexation of 4.38 acres in Violet Township to the City of Canal Winchester was filed with the Fairfield County Board of County Commissioners on the 11th day of April, 2025 at 1:50 p.m. The petition, attachments and documents accompanying the petition as filed are attached to this Notice.

> Catherine A. Cunningham Petitioners' Agent

> > RECLIVED

APR 2 4 2025

Fairfield County Commissioners

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO

In Re: Petition for Annexation of 4.38 Acres, More or Less, in Violet Township, Fairfield County, Ohio to the City of Canal Winchester, Ohio Utilizing the Special Procedure of Ohio Revised Code Section 709.023, *et seq.*

AFFIDAVIT ATTESTING TO SERVICE OF NOTICE OF FILING OF PETITION ON THE MUNICIPAL CLERK AND THE TOWNSHIP FISCAL OFFICER

R.C. §709.023(B)

STATE OF OHIO : : SS COUNTY OF FRANKLIN :

The undersigned having first been duly cautioned and sworn deposes and says:

1. The undersigned is the petitioners' agent for a petition seeking annexation of 4.38 acres to the City of Canal Winchester, Ohio identified in the caption above.

2. The undersigned has been sworn and this Affidavit is based upon the Affiant's personal knowledge.

3. On April 11, 2025, within five (5) days of the filing of the petition with the Fairfield County Board of County Commissioners on April 11, 2025, the municipal clerk was served by certified mail, return receipt requested, with a notice of the filing of the petition for annexation, a copy of the petition and its attachments and the documents accompanying the petition as filed. A copy of that notice is attached hereto along with the return receipt.

4. On April 11, 2025, within five (5) days of the filing of the petition with the Fairfield County Board of County Commissioners on April 11, 2025, the township fiscal officer was served by certified mail, return receipt requested, with a notice of the filing of the petition for annexation, a copy of the petition and its attachments and the documents accompanying the petition as filed. A copy of that notice is attached hereto along with the return receipt.

Further affiant sayeth naught.

Catherine A. Cunningham

Catherine A. Cunningham Petitioner's Agent

APR 2 4 2025

Sworn to and subscribed in my presence this 22ng day of April, 2025.

Commissionets



KELLY L. ACKLEY Notary Public, State of Otio My Commission Expires 06-06-2028

1 Jackey Notary Publi

000001\004010\4928-2885-9428v2

NOTICE OF FILING OF PETITION FOR ANNEXATION UTILIZING THE SPECIAL PROCEDURE OF OHIO REVISED CODE SECTION 709.023, *ET SEQ*.

Via Certified Mail Return Receipt No. 7018 1130 0001 2650 8577

TO THE CLERK OF THE CITY OF CANAL WINCHESTER, OHIO 45 E. Waterloo Street Canal Winchester, OH 43110

Dear Clerk:

Take notice that on the 11th day of April, 2025 at 1:50 p.m., a petition for annexation of 4.38 acres in Violet Township to the City of Canal Winchester was filed with the Fairfield County Board of County Commissioners. The petition, attachments and documents accompanying the petition as filed are attached.

Catherine A. Cunningham Petitioners' Agent RECEIVED

APR 2 4 2025

Fairfield Count

U.S. Postal Service[™] **CERTIFIED MAIL® RECEIPT** 577 Domestic Mail Only For delivery information, visit our website at www.usps.com -0 Cangin Winchester CH 2650 S Certified Mail Fee \$4.85 e m 0516 Services & Fees (check box, add fee as ho) 44 Return Receipt (hardcopy) 1000 Return Receipt (electronic) ±∩. 11C Certified Mail Restricted Delivery Postmark \$0.00 Adult Signature Required Hera Adult Signature Restricted Delivery \$ \$0,00 1130 Postage \$1.77 Total Postage and Fees 04/11/2025 701.8 ity Clarpp nal Winchester off 43110 orm 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

4927-6815-6208v1

Remove X

Feedback

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USPS Tracking[®]

Сору

Tracking Number:

Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 11:32 am on April 15, 2025 in CANAL WINCHESTER, OH 43110.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered Delivered, Left with Individual

CANAL WINCHESTER, OH 43110 April 15, 2025, 11:32 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

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USPS Tracking Plus®	\checkmark
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Enter tracking or barcode numbers	

NOTICE OF FILING OF PETITION FOR ANNEXATION UTILIZING THE SPECIAL PROCEDURE OF OHIO REVISED CODE SECTION 709.023, *ET SEQ*.

Via Certified Mail Return Receipt No. 7018 1130 0001 2650 8560

TO THE FISCAL OFFICER OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO 10190 Blacklick Eastern Road Pickerington, OH 43147

Dear Fiscal Officer:

Take notice that on the 11th day of April, 2025 at 1:50 p.m., a petition for annexation of 4.38 acres in Violet Township to the City of Canal Winchester was filed with the Fairfield County Board of County Commissioners. The petition, attachments and documents accompanying the petition as filed are attached.

RECEIVED

Catherine A. Cunningham Petitioner's Agent APR 2 4 2025

Fairfield County Commissioners

	U.S. Postal Service [™] CERTIFIED MAIL [®] RECEIPT
8560	Domestic Mail Only
	For delivery information, visit our website at www.usps.com".
	Pice PIF INCAL USE
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ы	\$ <u>6110</u> 11
	Extra Services & Fees (check box, add fee as bdp/outlate)
1000	Return Receipt (electronic) \$ Postmark
Н	Certified Mail Restricted Delivery \$
	Adult Signature Required \$
_	Adult Signature Restricted Delivery \$
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G	Total Postago and Pees
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701.8	Sentrolet Township Fiscal Officer
20	Street and Apr. No. of PO BOX No. 10190 Blucklick Eastern Road
	Millington Ott 43147
	PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

4930-7396-3812v1

Tracking Number:

FAQs >

Remove X

Feedback

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Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 11:59 am on April 16, 2025 in PICKERINGTON, OH 43147.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered Delivered, Left with Individual PICKERINGTON, OH 43147 April 16, 2025, 11:59 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates	\checkmark
USPS Tracking Plus®	\checkmark
Product Information	RECEIVM
	APR 2 4 2025
See Less 🔨	Fairfield County Commissioner



CERTIFICATE OF COPY

ORIGINAL ON FILE

The State of Ohio, Franklin County, ss.

I, Jordan Pearce, Clerk of Council of the City of Canal Winchester within and for said County, and in whose custody the files and records of said Council are required by the Laws of the State of Ohio to be kept do hereby certify that the foregoing is taken and copied from the original RES-25-015 "A RESOLUTION INDICATING WHAT SERVICES THE CITY OF CANAL WINCHESTER WILL PROVIDE TO 4.38± ACRES OF LAND, MORE OR LESS, FOR THE ANNEXATION KNOWN AS THE ZWAYER ANNEXATION BY CATHERINE A. CUNNINGHAM, AGENT FOR THE PETITIONERS", including Exhibit A and B and its respective exhibits, and now on file, that the foregoing has been compared by me with said original document and that the same is a true and correct copy thereof.

Witness my signature, this 25th day of April, 2025.

fordan Pearce Clerk of Council Canal Winchester, Franklin County, Ohio

RESOLUTION NO. 25-015

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF CANAL WINCHESTER WILL PROVIDE TO 4.38± ACRES OF LAND, MORE OR LESS, FOR THE ANNEXATION KNOWN AS THE ZWAYER ANNEXATION BY CATHERINE A. CUNNINGHAM, AGENT FOR THE PETITIONERS

WHEREAS, Catherine A. Cunningham, agent for the petitioners, has filed a petition with the Fairfield County Commissioners for annexation of 4.38 acres of land, more or less, the description and map of which are attached hereto as Exhibits A and B, respectively; and

WHEREAS, Catherine A. Cunningham, as agent for the petitioners on April 15, delivered to the Clerk of

the Canal Winchester City Council the notice of the filing of the annexation petition with the Board of

County Commissioners of Fairfield County and its clerk on April 11, 2025, and

WHEREAS, the Ohio Revised Code requires that within 20 days following the date the petition is filed, the City Council shall, by resolution, adopt a statement as to what services, if any, the City will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That upon annexation to the City of Canal Winchester of the 4.38± acres more or less as delineated on the attached Exhibits A and B, the City will provide the following services by the approximate date indicated as to each, provided all necessary lines, hydrants, and other apparatus are installed by the property owner as required by the City and said services shall be provided under the same conditions and same costs as they are provided to other residents in the City of Canal Winchester:

(a) Water - upon effective date of acceptance of annexation

(b) Sanitary Sewer - upon effective date of acceptance of annexation

(c) Refuse - upon effective date of acceptance of annexation

(d) Police – upon effective date of acceptance of annexation

(e) Road maintenance-upon effective date of acceptance of annexation; if a street or highway will be divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the City agrees to assume the maintenance of that specific segment of street or highway adjacent to the annexed property to correct the problem.

Section 2: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

Section 3: That the Clerk of Council shall prepare and furnish to the agent for the petitioners a certified copy of this resolution and file with the Fairfield County Board of County Commissioners on or before 20 days from the filing of the annexation petition.

Section 4: That if the territory is annexed and becomes subject to zoning by the City of Canal Winchester and the City permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under the current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the Council of the City of Canal Winchester will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed and the adjacent land remaining within the township for purposes of this ordinance, buffer includes open space, landscaping, fences, walls, and other structured elements; streets and street rights of way; and bicycle and pedestrian paths and sidewalks.

Section 5: That this resolution shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED 4.21.25

ATTEST CLERK OF COUNCIL

MAYO

DATE APPROVED 4-22-25

APPROVED AS TO FORM:

The Hen h. Bys

LEGAL COUNSEL

I hereby certify that the resolution as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council

NOTICE OF FILING OF PETITION FOR ANNEXATION UTILIZING THE SPECIAL PROCEDURE OF OHIO REVISED CODE SECTION 709.023, *ET SEQ*.

Via Certified Mail Return Receipt No. 7018 1130 0001 2650 8577

TO THE CLERK OF THE CITY OF CANAL WINCHESTER, OHIO 45 E. Waterloo Street Canal Winchester, OH 43110

Dear Clerk:

Take notice that on the 11th day of April, 2025 at 1:50 p.m., a petition for annexation of 4.38 acres in Violet Township to the City of Canal Winchester was filed with the Fairfield County Board of County Commissioners. The petition, attachments and documents accompanying the petition as filed are attached.

Catherine A. Cunningham Petitioners' Agent

PETITION FOR ANNEXATION OF 4.38 ACRES, MORE OR LESS, IN VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO TO THE CITY OF CANAL WINCHESTER, OHIO UTILIZING THE SPECIAL PROCEDURE OF OHIO REVISED CODE SECTION 709.023, ET SEO.

TO: THE BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO

Now comes the undersigned petitioner, being one hundred percent (100%) of the owners of certain property as hereinafter described who are included in determining the number of owners needed to sign a petition for annexation and request that his property be annexed to the City of Canal Winchester, Ohio. The territory proposed for annexation contains 4.38 acres, more or less, in Violet Township, Fairfield County, and is contiguous to the boundary of the City of Canal Winchester, Ohio for five percent (5%) or more of the perimeter of the territory proposed for annexation. The undersigned understands the property will not be excluded from the township.

An accurate description of the perimeter of the territory sought to be annexed is attached hereto and made a part hereof as Exhibit "A." A map or plat of the above-described territory sought to be annexed is attached hereto and made a part hereof as Exhibit "B."

The annexation will not create an unincorporated area of township that is completely surrounded by the territory proposed for annexation.

There is no annexation agreement between the City of Canal Winchester and Violet Township pursuant to R C 709.192 applicable to this annexation or an applicable Cooperative Economic Development Agreement (C.E.D.A.) pursuant to R C 701 07.

The number of owners in the territory sought to be annexed is one (1). The number of owners in the territory sought to be annexed required to be included in determining the number of owners needed to sign a petition is one (1) The number of owners who signed the petition is one (1).

The owner who signed this petition by his signature expressly waives his right to appeal in law or equity from the board of county commissioners' entry of any resolution passed under R.C. 709.023 and waive any right he may have to sue on any issue relating to a municipal corporation requiring a buffer as provided in R.C. 709.023 and further waives any right to seek a variance that would relieve or exempt him from that buffer requirement.

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Fairfield County Commissioners

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Catherine A. Cunningham, 65 E. State Street, Columbus, OH 43215, (614) 486-5486 is hereby appointed agent for the undersigned petitioner, as required by R.C. 709.02; and said petitioner's agent is hereby authorized to make any amendments and/or deletions which in her absolute and complete discretion are proper under the circumstances then existing. In addition, the petitioner's agent is authorized to make such amendments and/or deletions in this petition, map, plat or description in order to correct any discrepancy or mistake noted by the county engineer or others in their examination of the petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map or plat and description to the Board of County Commissioners on, before or after the date set for hearing of this petition unless otherwise specified by law.

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR 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."

NAME

PROPERTY ADDRESS

DATE

Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended 836 Stonehenge Drive Tipp City, OH 45371

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Annexation Petition Exhibit A

March 19, 2025

PROPOSED ANNEXATION OF 4.38 ACRE TRACT NORTH OF ASHBROOK ROAD, WEST OF LITHOPOLIS WINCHESTER ROAD NW

FROM: VIOLET TOWNSHIP TO: THE CITY OF CANAL WINCHESTER, OHIO

Situated in the State of Ohio, County of Fairfield, Township of Violet, part of the Southwest Quarter of Section 32, Township 15, Range 20, and being all of that 4.38 acre tract described in a deed to Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202300014475 (all records referenced herein being to those located in the Recorder's Office, Fairfield County, Ohio, unless otherwise noted), and being more particularly described as follows:

Beginning at a point on the eastern corporation line of the City of Canal Winchester, as established by Ordinance Number 726, of record in Miscellaneous Record 136, Page 285, Recorder's Office, Franklin County, Ohio, at the southwest corner of Section 32, the southeast corner of Section 31, on the northerly line of Section 6, the northerly line of that 37.00 acre tract described in a deed to Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202400007540, at the southeast corner of that 34.76 acre tract described in a deed to Michael L. Zwayer, Trustee of the Carl L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust and Michael L. Zwayer, Trustee of the Norma L. Zwayer Living Trust, of record in Instrument Number 202404300041862, Recorder's Office, Franklin County, Ohio, at the southwest corner of said 4.38 acre tract, and on the centerline of Ashbrook Road (40 foot width);

Thence northerly, along the westerly line of Section 32, the easterly line of Section 31, said City of Canal Winchester corporation line, the easterly line of said 34.76 acre tract, the westerly line of said 4.38 acre tract, an approximate distance of 1,386 feet to a point at the northwest corner of said 4.38 acre tract and the southwest corner of that 30 acre tract described in a deed to Richard Keith Selzer and Sharon Lee Ventresca, Successor Trustees, of record in Official Record 1728, Page 1062;

Thence easterly, along the northerly line of said 4.38 acre tract and the southerly line of said 30 acre tract, an approximate distance of 85 feet to a point on the centerline of Lithopolis Winchester Road (60 foot width), at the northeast corner of said 4.38 tract, and the northwest corner of that 16.529 acre tract described in a deed to William P. Ratcliff and Stephanie Ratcliff, of record in Instrument Number 202400020954;

Thence southeasterly, along the easterly line of said 4.38 acre tract, the westerly line of said 16.529 acre tract, and the centerline of Lithopolis Winchester Road, an approximate distance of 518 feet to an angle point on the easterly line of said 4.38 acre tract and the westerly line of said 16.529 acre tract;

Thence **southerly**, along the easterly line of said 4.38 acre tract, the westerly line of said 16.529 acre tract, becoming the westerly line of that 10.883 acre tract described in a deed to William P. Ratcliff and Stephanie Ratcliff, of record in Instrument Number 202400020954, then becoming the westerly line of that 5.4267 acre tract described in a deed to Jamoya A. Cox and Deonna R. Cox, of record in Official Record 1811, Page 4314, then becoming the westerly line of that 10.12 acre tract described in a deed to Todd Lewis and Ginalee Lewis, of record in Instrument Number 20220008581, an approximate distance of **871 feet** to a point on the southerly line of Section 32, at the centerline intersection of Ashbrook Road (40 foot width) and Lithopolis Winchester Road, the northeast corner of Section 5, the southeast corner of said 37.00 acre tract, and the northwest corner of that 2.24 acre tract described in a deed to Kathleen Elizabeth Bahrey and Jonathon Hoopes, of record in Official Record 1806, Page 3520;

Thence westerly, along the southerly line of said 4.38 acre tract, the northerly line of said 37.00 acre tract, the southerly line of section 32, the northerly line of section 6, and the centerline of Ashbrook Road (40 foot width), approximately 144 feet to the point of beginning, containing 4.38 acres of land, more or less.

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This description was prepared by Pro Boundary, LLC, and based on best available county records in February, 2025. The above description was prepared for annexation purposes only and is not intended for the transfer of real property.

roly 2 Starder by Timothy P. Stadt 3/19/23

Registered Surveyor No. 8723



SECTION.

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LIST OF ALL TRACTS, LOTS OR PARCELS INSIDE AND ADJACENT TO AND/OR ACROSS THE ROAD FROM THE TERRITORY TO BE ANNEXED

Ohio Revised Code §709.023(C)

Proposed Annexation of 4.38 Acres in Violet Township, to the City of Canal Winchester, Fairfield County, Ohio

Name of Owner	Mailing Address	Parcel Number	
Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended	836 Stonehenge Drive Tipp City, OH 45371	037-02194-00	
Michael L. Zwayer, Successor Trustee of the Carl L. Zwayer Living Trust dated July 28, 1999, as amended Michael L. Zwayer, Successor Trustee of the Norma L. Zwayer Living Trust dated July 28, 1999, as amended	836 Stonehenge Drive Tipp City, OH 45371	008-00080-10 184-000908-00 184-000910-00 (Franklin County)	
Richard Keith Selzer Sharon Lee Ventresca Successor Trustees to the Gladys C. Selzer Revocable Trust dated November 25, 1997 Richard Keith Sclzer Sharon Lee Ventresca Successor Trustees to the John H. Selzer Revocable Trust dated November 25, 1997	6350 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02206-00	
William P. Ratcliff Stephanie Ratcliff	6160 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02195-00 037-02195-10	
amoya A. Cox Deonna R. Cox	6070 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	062-00002-00 037-02230-00	

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Fairfick! County Commissions

Name of Owner	Mailing Address	Parcel Number
Todd Lewis Ginalee Lewis	6030 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	037-02192-00
Kathleen Elizabeth Bahrey Jonathon Hoopes	5960 Lithopolis-Winchester Road NW Canal Winchester, OH 43110	008-00055-00

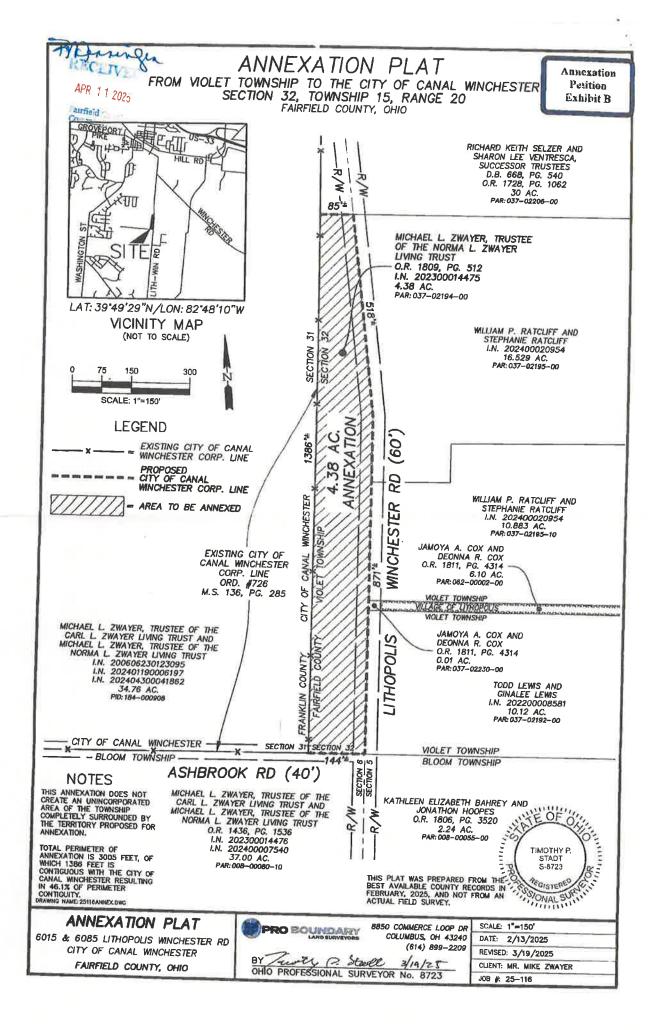
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Signature Page

Resolution No. 2025-05.13.a

A Resolution to Approve the Expedited Type II Annexation of 4.38 +/- Acres from Violet Township to the City of Canal Winchester, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Catherine Cunningham.

(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.

2025-05.13.b

A Resolution to Approve the Expedited Type II Annexation of 496.232 +/- Acres from Walnut Township to the Village of Millersport, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Elizabeth Seedorf

WHEREAS, a petition for the annexation of 496.232 +/- acres, more or less, from Walnut Township into the Village of Millersport, was filed with the Fairfield County Board of Commissioners on April 14, 2025, under the expedited process outlined in Section 709.023 of the Revised Code; and

WHEREAS, a legal description and survey of the property to be annexed is attached hereto and incorporated herein; and

WHEREAS, (1) The petition for annexation meets all the requirements set forth in, and was filed in the manner provided in, section 709.023 of the Revised Code;

(2) The individuals who signed the petition are owners of the real estate located in the territory proposed for the annexation and constitute all the owners of real estate in that territory;

(3) The territory proposed for annexation does not exceed five hundred acres;

(4) The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation;

(5) The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed for annexation.

(6) If a street or highway is divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation which annexation is proposed has agreed as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem, which is outlined in the attached road maintenance agreement. As used in this paragraph, "street" or "highway" has the same meaning in section 4511.01 of the Revised Code; and 2025-05.13.b

A Resolution to Approve the Expedited Type II Annexation of 496.232 +/- Acres from Walnut Township to the Village of Millersport, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Elizabeth Seedorf

WHEREAS, the Village of Millersport, Ohio has adopted the municipal services ordinance to provide village services to the property to be annexed and did not object to the annexation of the territory within the timeframe set forth in R.C. 709.023.

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

Section 1. That the Board of Commissioners finds that the petition is a valid petition to annex and that it meets all the requirements set forth in and was filed in a manner provided in R.C. 709.023.

Section 2. Pursuant to R.C. 709.023, the Board of Commissioners hereby grants the petition to annex 496.232 +/- acres, more or less, from Walnut Township into the Village of Millersport.

Section 3. That the Clerk of the Board of Commissioners is instructed to deliver a certified copy of the entire record of the annexation proceedings, including the Board resolution, the petition, the map, and all other papers of the file relating to the annexation proceedings to the Clerk of the City of Canal Winchester, Ohio.

Prepared by: Rochelle Menningen

Now comes the undersigned, petitioner in the premises and being the sole owner of a certain area as hereinafter described, consisting of 494.55 +/-acres, more or less, in Walnut Township, Fairfield County, Ohio, which is contiguous and adjacent to the Village of Millersport, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Walnut, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Jill Stemen Tangeman, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all four owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitutes all of the owners of the real estate in that territory. This petition may be signed in parts.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR 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.

Name Licking Fairfield Corp. Address PO BOX 98 Hebron, Ohio 43025 (PIDs 0460044900, 0460043900, 0460045231, 0460045211, 0460043910) $\frac{Acreage}{494.55 \pm acres}$

Licking Fairfield Corp 02.27.2025 Date Signed Nan Tit

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Now comes the undersigned, petitioner in the premises and being the sole owner of a certain area as hereinafter described, consisting of 1.221 +/-acres, more or less, in Walnut Township, Fairfield County, Ohio, which is contiguous and adjacent to the Village of Millersport, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Walnut, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Jill Stemen Tangeman, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all four owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitutes all of the owners of the real estate in that territory. This petition may be signed in parts.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR 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.

Name Sherrie L. Hustead

Address 1998 Refugee Street NE Millersport, Ohio 43046 (PIDs 0460044000, 0460044800)

Acreage $1.221 \pm acres$

Sherrie L. Hustcad By: Sherie L. Husterd

3/1/2025 Date Signed

Now comes the undersigned, petitioner in the premises and being the sole owner of a certain area as hereinafter described, consisting of 0.461 +/-acres, more or less, in Walnut Township, Fairfield County, Ohio, which is contiguous and adjacent to the Village of Millersport. Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Walnut, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Jill Stemen Tangeman, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all four owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitutes all of the owners of the real estate in that territory. This petition may be signed in parts.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR 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.

Name

Address

Acreage

Patrick Lee and McKenna Lee

1882 Refugee Street NE Millersport, Ohio 43046 (PID 0460046100)

0.461 acres

Patrick Lee

By: <u>Patrick See</u> McKenna Lee By: <u>McKenma Lee</u>

03-01-2025 Date Signed

<u>03-01-2025</u> Date Signed

Thence North 3°52'20" East, continuing with the easterly line of said 36.648 acre tract, with the easterly line of a 6.754 acre tract of land as conveyed to John W. Evans, of record Official Record 1739, Page 387, and with the easterly line of a 8.441 acre tract of land as conveyed to Licking Fairfield Corporation, of record in said Instrument Number 202400017210, a distance of 1,534.65 feet to the northeasterly corner thereof;

Thence North 86°43'40" West, with the northerly line of said 8.441 acre tract, a distance of 658.37 feet to a point in the easterly right of way line of Lancaster Newark Road (State Route 37)(60 foot right of way);

Thence with said easterly right of way line the following courses:

North 18°55'41" East, a distance of 628.27 feet to a point of curvature;

With a curve to the right having a radius of 2836.60 feet, a central angle of 3°31'00", an arc length of 174.10 feet and a chord bearing North 20°41'11" East, 174.08 feet to a point of tangency;

North 22°26'41" East, a distance of 377.35 feet to a point of curvature;

With a curve to the right having a radius of 2833.63 feet, a central angle of 4°00'00", an arc length of 197.82 feet and a chord bearing North 24°26'41" East, 197.78 feet to a point of tangency;

North 26°26'41" East, a distance of 362.66 feet to a point of curvature;

North 24°29'41" East, a distance of 772.71 feet to a point of curvature;

With a curve to the right having a radius of 543.04 feet, a central angle of 13°09'00", an arc length of 124.63 feet and a chord bearing North 31°04'11" East, 124.36 feet to a point of tangency;

North 37°38'41" East, a distance of 61.60 feet to a point of curvature;

With a curve to the right having a radius of 1880.90 feet, a central angle of 3°43'00", an arc length of 122.01 feet and a chord bearing North 39°30'11" East, 121.99 feet to a point of tangency;

North 41°21'41" East, a distance of 47.85 feet to a point of curvature;

With a curve to the right having a radius of 2835.24 feet, a central angle of 3°05'27", an arc length of 152.95 feet and a chord bearing North 42°54'24" East, 152.93 feet to a point in the southerly line of a 3.118 acre tract of land as conveyed to Nelson L. Keller Sr. and Mary Kathryn Keller, of record in Official Record 1543, Page 21:

Thence South 86°27'57" East, with the southerly line of said 3.118 acre tract and with the southerly line of said 104.084 acre tract, a distance of 1,689.66 feet to a point;

Thence South 86°26'47" East, with the southerly line of said 104.084 acre tract, a distance of 1,440.58 feet to the **POINT OF BEGINNING** containing **496.232 +/-** acres, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the O.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property.

The above annexation contains 3699.75+/- lineal feet that is contiguous with the Existing Corporation Line of the Village of Millersport, with a total perimeter of 21757.61 +/- lineal feet to be annexed to Village of Millersport, that being 17.00% of the perimeter length that is contiguous to the Existing Corporation Line of the Village of Millersport.



CESO Inc.

Matthew J. Ackroyd, PS Registered Surveyor No. 8897



764655-Buckeye Lake Annexation

Proposed Annexation

Containing 496.232 +/- Acres From Walnut Township to the Village of Millersport

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Sections 28 and 29, Township 17, Range 18, being all of that 0.29 acre tract of land (PID: 0460043910) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 448, being all out of that 469.31 acre tract of land (PID: 0460043900, 0460044700 and 0460044900) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 451, out of that 1.16 and 0.06 acre tracts of land (PID: 0460044000 and 0460044800) as conveyed to Sherrie L. Hustead, of record in Official Record 1496, Page 2318, out of that 0.46 acre tract of land (PID: 0460046100) as conveyed to Parick Lee and McKenna Lee, of record in Official Record 1719, Page 2373, and out of that 18.494 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 560, Page 741 all document references are to the records the Recorder's Office of Fairfield County, Ohio, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a 104.084 acre tract of land as conveyed to Mingo Manor, LLC, of record in Official Record 1321, Page 2706, being the northwesterly corner of a 139.556 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Official Record 1533, Page 1740 and being the southeasterly corner of Section 20, the northeasterly corner of Section 29, the southwesterly corner of Section 21 and the northwesterly corner of Section 28;

Thence South 3°31'29" West, with the westerly line of said 139.556 acre tract and with the westerly line of a tract of land as conveyed to State of Ohio, Parcel ID number 0460044246, a distance of 1,563.78 feet to the southwesterly corner of a State of Ohio tract;

Thence with the southerly line of said State of Ohio tract the following courses:

South 37°56'09" East, a distance of 1,088.72 feet to a point;

South 33°38'34"E., a distance of 376.02 feet to a point;

South 64°32'03" East, a distance of 76.57 feet to a point in the westerly line of a tract of land as conveyed to Eichhorn Investments, LLC, of record in Instrument Number 202500001353;

Thence South 5°15'52" West, with the westerly line of said Eichorn Investments, LLC tract, a distance of 554.00 feet to the southwesterly corner thereof and being a point in the northerly line of said 0.29 acre tract;

Thence South 86°22'19" East, with the northerly line of said 0.29 acre tract, a distance of 1,050.03 feet to a point;

Thence South 3°40'54" West, with the easterly line of said 0.29 acre tract, a distance of 12.00 feet to a point in the existing Village of Millersport Corporation Line and being a point in the northerly line of a 1.96 acre tract of land as conveyed to Sean T. Lehmann, of record in Instrument Number 201600005204;

Thence North 86°22'19" West, with said corporation line, with the northerly line of said 1.96 acre tract, and with a northerly line of a 37.183 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, distance of 1,638.65 feet to a point;

Thence South 3°27'13" West, continuing with said corporation line, with the westerly line of said 37.183 acre tract, and with the westerly line of a 5.000 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, a distance of 1,410.59 feet to the northwesterly corner of a 8.00 acre tract of land as conveyed to Chester J. Hauck and Jonathan M. Hauck, of record in Official Record 1734, Page 1708;

Thence South 3°41'34" West, with the westerly line of said 8.00 acre tract, a distance of 629.54 feet to a point in the northerly right of way line of Blacklick Eastern Road (State Route 204)(60 foot right of way);

Thence with said northerly right of way line the following courses:

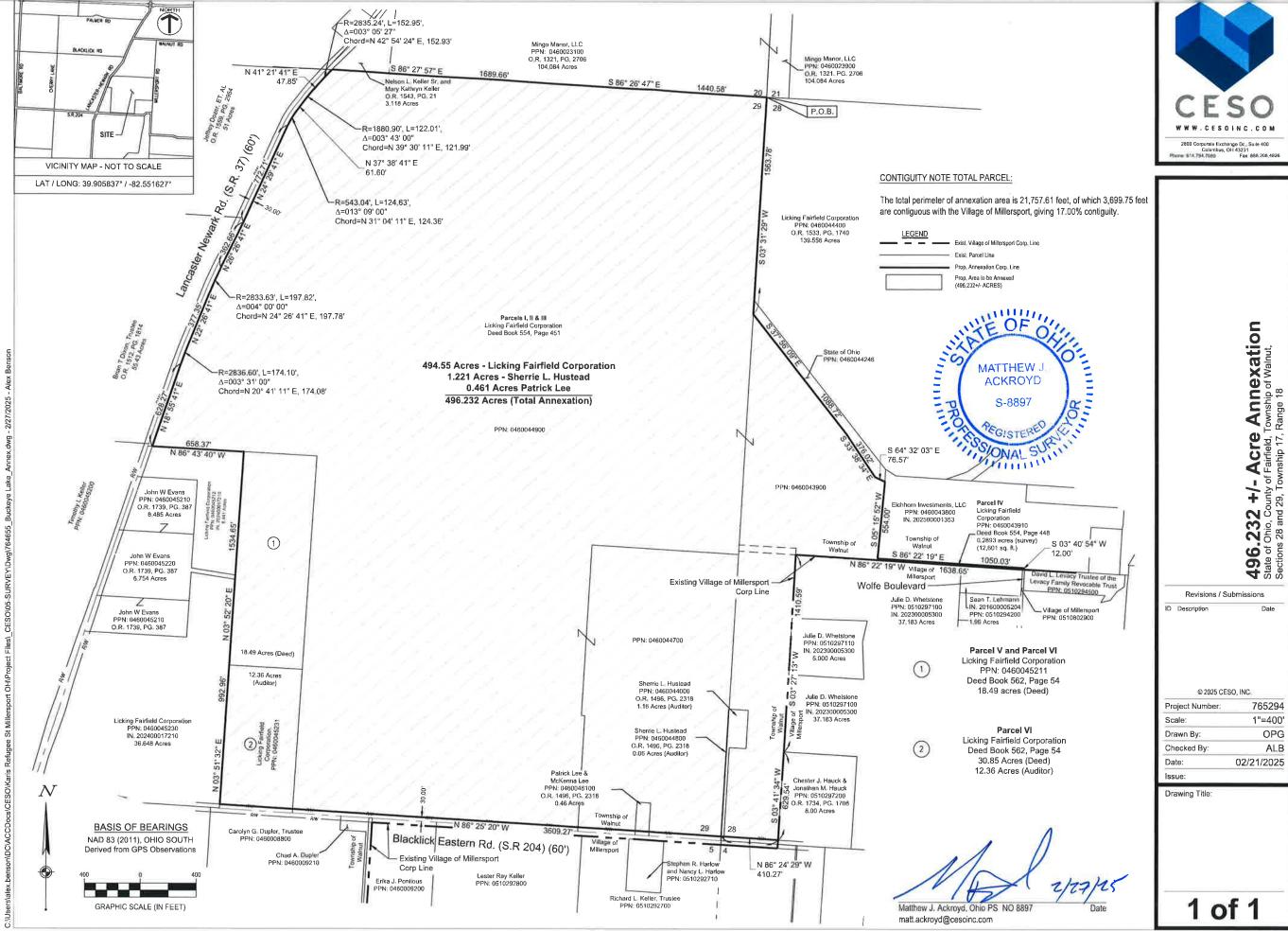
North 86°24'29" West, a distance of 410.27 feet to a point;

North 86°25'20" West, a distance of 3,609.27 feet to a point in the easterly line of a 36.648 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Instrument Number 202400017210;

Thence North 3°51'32" East, with the easterly line of said 36.648 acre tract, a distance of 992.96 feet to a point;



764655-Buckeye Lake Annexation





	RECORD OF ORDINANCES	
	BARRETT BROTHERS, PUBLISHERS FORM 6220	S
	Ordinance No. 873 Passed,	T
	ORDINANCE NUMBER 873	
	ADOPTING A STATEMENT INDICATING THE SERVICES THE VILLAGE OF MILLERSPORT, OHIO WILL PROVIDE TO THE TERRITORY PROPOSED TO BE ANNEXED TO THE VILLAGE OF MILLERSPORT PURSUANT TO A PETITION FILED WITH THE BOARD OF COMMISSIONERS OF FAIRFIELD COUNTY BY LAND OWNERS (AS DEFINED BELOW), AS PROVIDED BY OHIO REVISED CODE SECTION 709.023, WAIVING THE SECOND READING AND DECLARING AN EMERGENCY.	
	WHEREAS , Licking Fairfield Corp. (collectively referred to as the "Land Owners"), have filed with the Board of Commissions of Fairfield County, a petition to annex to the Village of Millersport (the 'Village") approximately 496.232 +/- acres of land as shown in the Annexation Petition, including the legal descriptions and map attached and incorporated as <u>Exhibit A</u> (the "Proposed Property");	
	WHEREAS, the Land Owners' property is contiguous to the Village Corporation limits as shown in Exhibit A; and	
	WHEREAS, pursuant to Ohio Revised Code Section 709.023, a special annexation procedure where land is not excluded from the Township, the municipal corporation to which annexation is proposed shall adopt a ordinance stating what services the Village will provide to the land petitioned to be annexed within twenty (20) days from the date the Annexation petition was filed; and	
	WHEREAS , in order to meet the statutory deadline requirements contained in Ohio Revised Code 709.023, and the significance of the annexation to the Village, the legislation needs to be passed as an emergency measure necessary for the preservation of public peace, safety, health and welfare of the Village.	
	NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Millersport, Fairfield County, Ohio (the "Village") that:	
2	Section 1. Village Council states the Proposed Property is sufficiently contiguous to the Village pursuant to Ohio Revised Code Section 709.023 and the Village states that within a reasonable amount of time after completion of the annexation of the Proposed Property to the Village, it will provide to the newly annexed territory the following appropriate level of services: Police protection; professional engineering staff; park and recreation programming; maintenance of any and all public streets and alleyways, falling within the jurisdiction and control of the Village, keeping the same open, in repair, and free from nuisance; street lighting in accordance with any Village plan/policy for streetlights; planning and development services; water service; sewer service; public storm water service; and any and all other services provided at the discretion of Village, which may be in addition to those services listed herein.	
	Section 2. If the Proposed Property is subject to zoning regulations adopted under Chapter 519 of the Revised Code and once annexed becomes subject to Village zoning which permits uses in the annexed territory that the Village determines are clearly incompatible with uses under current township zoning in the adjacent land remaining in the Township, the Village shall require, in the zoning ordinance permitting the incompatible use, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township.	

807

RECORD OF ORDINANCES

BARRETT BROTHERS, PUBLISHERS

808

Form 6220S

Ordinance No Section 3. If a street or highway will be divided or segmented by the boundary line between the township and the Village as to create a road maintenance problem, the Village agrees to and will assume the maintenance of that street or highway or to otherwise correct the problem.

That this Ordinance is hereby declared to be an emergency measure Section 4. immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reasons stated in the preamble hereof, wherefore this Ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

The Village Fiscal Officer is hereby directed to file a certified copy of this Section 5. legislation with the Board of County Commissioners for Fairfield County, Ohio within twenty days following the date that the Annexation Petition was filed with the County.

It is hereby found and determined that all formal actions of this Council Section 6. concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Effective Date: April 8, 2025

The Three Reading requirement was waived not waived: _____ Yeas; _____ Nays.

Diment Blogs

Vincent B. Popo, Village Administrator

This Ordinance was passed by Council as an Emergency Ordinance on the 8th day of April, 2025 and shall

Veas; O Nays.

Dunch Rolopo

Vincent B. Popo, Village Administrator

ATTEST: Unit Polog

Vincent B. Popo, Village Administrator

April 15, 2025

O FORM:

Kevin Bush, Village Solicitor

Mayor Gary Matheny

Hpril 15, 2025

<u>4-15-2025</u> Date

CERTIFICATION

The undersigned, the Fiscal Officer of the Village of Millersport, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance 873 adopted by the Village of Millersport, Ohio, on April 8, 2025.

met Bolgo

Vincent B. Popo, Village Administrator

APR 18 2025

Fairfield County Commissioners

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Now comes the undersigned, petitioner in the premises and being the sole owner of a certain area as hereinafter described, consisting of 494.55 +/-acres, more or less, in Walnut Township, Fairfield County, Ohio, which is contiguous and adjacent to the Village of Millersport, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Walnut, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Jill Stemen Tangeman, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all four owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitutes all of the owners of the real estate in that territory. This petition may be signed in parts.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR 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.

<u>Name</u> Licking Fairfield Corp. Address PO BOX 98 Hebron, Ohio 43025 (PIDs 0460044900, 0460043900, 0460045231, 0460045211, 0460043910) $\frac{Acreage}{494.55 \pm acres}$

Licking Fairfield Corp. B Name Title

2.27.2025 Date Signed

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APR 07 2025

Fairfield County Commissioners

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APR 18 2025

Fairfield County Commissioners , -1

Now comes the undersigned, petitioner in the premises and being the sole owner of a certain area as hereinafter described, consisting of 1.221 +/-acres, more or less, in Walnut Township, Fairfield County, Ohio, which is contiguous and adjacent to the Village of Millersport. Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Walnut, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Jill Stemen Tangeman, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all four owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitutes all of the owners of the real estate in that territory. This petition may be signed in parts.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR 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.

Name Sherrie L. Hustead Address 1998 Refugee Street NE Millersport Ohio 43046 (PIDs 0460044000_0460044800)

Acreage 1.221 Lacres

Sherrie L. Flustead B: Sherie L. Husterd

3/1/2025 Date Signed

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APR 07 2025

Now comes the undersigned, petitioner in the premises and being the sole owner of a certain area as hereinafter described, consisting of 0.461 +/-acres, more or less, in Walnut Township, Fairfield County, Ohio, which is contiguous and adjacent to the Village of Millersport. Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Walnut, County of Fairfield, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Jill Stemen Tangeman, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all four owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitutes all of the owners of the real estate in that territory. This petition may be signed in parts.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR 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.

Name

Patrick Lee and McKenna Lee

Address

1882 Refugee Street NI: Millersport, Ohio 43046 (PID 0460046100) <u>Acreage</u>

()-161 aeres

Patrick Lee By Patrate Acc

McKenna Lee

By Miller its.

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Fairfield County Commissioners

Date Signed

Date Signed

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Proposed Annexation

Containing 496.232 +/- Acres From Walnut Township to the Village of Millersport

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Sections 28 and 29, Township 17, Range 18, being all of that 0.29 acre tract of land (PID: 0460043910) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 448, being all out of that 469.31 acre tract of land (PID: 0460043900, 0460044700 and 0460044900) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 451, out of that 1.16 and 0.06 acre tracts of land (PID: 0460044000 and 0460044800) as conveyed to Sherrie L. Hustead, of record in Official Record 1496, Page 2318, out of that 0.46 acre tract of land (PID: 0460046100) as conveyed to Parick Lee and McKenna Lee, of record in Official Record 1719, Page 2373, and out of that 18.494 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Oed Book 562, Page 54, and out of that 0.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Oed Book 560, Page 741 all document references are to the records the Recorder's Office of Fairfield County, Ohio, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a 104.084 acre tract of land as conveyed to Mingo Manor, LLC, of record in Official Record 1321, Page 2706, being the northwesterly corner of a 139.556 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Official Record 1533, Page 1740 and being the southeasterly corner of Section 20, the northeasterly corner of Section 20, the northeasterly corner of Section 29, the southwesterly corner of Section 21 and the northwesterly corner of Section 28;

Thence South 3°31'29" West, with the westerly line of said 139.556 acre tract and with the westerly line of a tract of land as conveyed to State of Ohio, Parcel ID number 0460044246, a distance of 1,563,78 feet to the southwesterly corner of a State of Ohio tract;

Thence with the southerly line of said State of Ohio tract the following courses:

South 37°56'09" East, a distance of 1,088.72 feet to a point;

South 33°38'34"E., a distance of 376.02 feet to a point;

South 64°32'03" East, a distance of 76.57 feet to a point in the westerly line of a tract of land as conveyed to Eichhorn Investments, LLC, of record in Instrument Number 202500001353;

Thence South 5°15'52" West, with the westerly line of said Eichorn Investments, LLC tract, a distance of 554.00 feet to the southwesterly corner thereof and being a point in the northerly line of said 0.29 acre tract;

Thence South 86°22'19" East, with the northerly line of said 0.29 acre tract, a distance of 1,050.03 feet to a point;

Thence South 3°40'54" West, with the easterly line of said 0.29 acre tract, a distance of 12.00 feet to a point in the existing Village of Millersport Corporation Line and being a point in the northerly line of a 1.96 acre tract of land as conveyed to Sean T. Lehmann, of record in Instrument Number 201600005204;

Thence North 86°22'19" West, with said corporation line, with the northerly line of said 1.96 acre tract, and with a northerly line of a 37.183 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, distance of 1,638.65 feet to a point;

Thence South 3°27'13" West, continuing with said corporation line, with the westerly line of said 37.183 acre tract, and with the westerly line of a 5.000 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, a distance of 1,410.59 feet to the northwesterly corner of a 8.00 acre tract of land as conveyed to Chester J. Hauck and Jonathan M. Hauck, of record in Official Record 1734, Page 1708;

Thence South 3°41'34" West, with the westerly line of said 8.00 acre tract, a distance of 629.54 feet to a point in the northerly right of way line of Blacklick Eastern Road (State Route 204)(60 foot right of way);

Thence with said northerly right of way line the following courses:

North 86°24'29" West, a distance of 410.27 feet to a point;

Fairfield Cours Commissioners

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North 86°25'20" West, a distance of 3,609.27 feet to a point in the easterly line of a 36.648 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Instrument Number 202400017210;



764655-Buckeye Lake Annexation

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Thence North 3°52'20" East, continuing with the easterly line of said 36.648 acre tract, with the easterly line of a 6.754 acre tract of land as conveyed to John W. Evans, of record Official Record 1739, Page 387, and with the easterly line of a 8.441 acre tract of land as conveyed to Licking Fairfield Corporation, of record in said instrument Number 202400017210, a distance of 1,534.65 feet to the northeasterly corner thereof;

Thence North 86°43'40" West, with the northerly line of said 8,441 acre tract, a distance of 658.37 feet to a point in the easterly right of way line of Lancaster Newark Road (State Route 37)(60 foot right of way);

Thence with said easterly right of way line the following courses:

North 18°55'41" East, a distance of 628.27 feet to a point of curvature;

With a curve to the right having a radius of 2836.60 feet, a central angle of 3°31'00", an arc length of 174.10 feet and a chord bearing North 20°41'11" East, 174.08 feet to a point of tangency;

North 22°26'41" East, a distance of 377,35 feet to a point of curvature;

With a curve to the right having a radius of 2833.63 feet, a central angle of 4°00'00", an arc length of 197.82 feet and a chord bearing North 24°26'41" East, 197.78 feet to a point of tangency;

North 26°26'41" East, a distance of 362.66 feet to a point of curvature;

North 24°29'41" East, a distance of 772.71 feet to a point of curvature;

With a curve to the right having a radius of 543.04 feet, a central angle of 13°09'00", an arc length of 124.63 feet and a chord bearing North 31°04'11" East, 124.36 feet to a point of tangency;

North 37°38'41" East, a distance of 61,60 feet to a point of curvature;

With a curve to the right having a radius of 1880.90 feet, a central angle of 3°43'00', an arc length of 122.01 feet and a chord bearing North 39°30'11" East, 121.99 feet to a point of tangency;

North 41°21'41" East, a distance of 47.85 feet to a point of curvature;

With a curve to the right having a radius of 2835.24 feet, a central angle of $3^{\circ}05'27''$, an arc length of 152.95 feet and a chord bearing North 42°54'24" East, 152.93 feet to a point in the southerly line of a 3.118 acre tract of land as conveyed to Nelson L. Keller Sr. and Mary Kathryn Keller, of record in Official Record 1543, Page 21;

Thence South 86°27'57" East, with the southerly line of said 3.118 acre tract and with the southerly line of said 104.084 acre tract, a distance of 1,689.66 feet to a point;

Thence South 86°26'47' East, with the southerly line of said 104.084 acre tract, a distance of 1,440.58 feet to the **POINT OF BEGINNING** containing **496.232** +/- acres, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the 0.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property.

The above annexation contains 3699.75+/- lineal feet that is contiguous with the Existing Corporation Line of the Village of Millersport, with a total perimeter of 21757.61 +/- lineal feet to be annexed to Village of Millersport, that being 17.00% of the perimeter length that is contiguous to the Existing Corporation Line of the Village of Millersport.



CESO Inc. 2/17/25

Matthew J. Ackroyd, PS Registered Surveyor No. 8897

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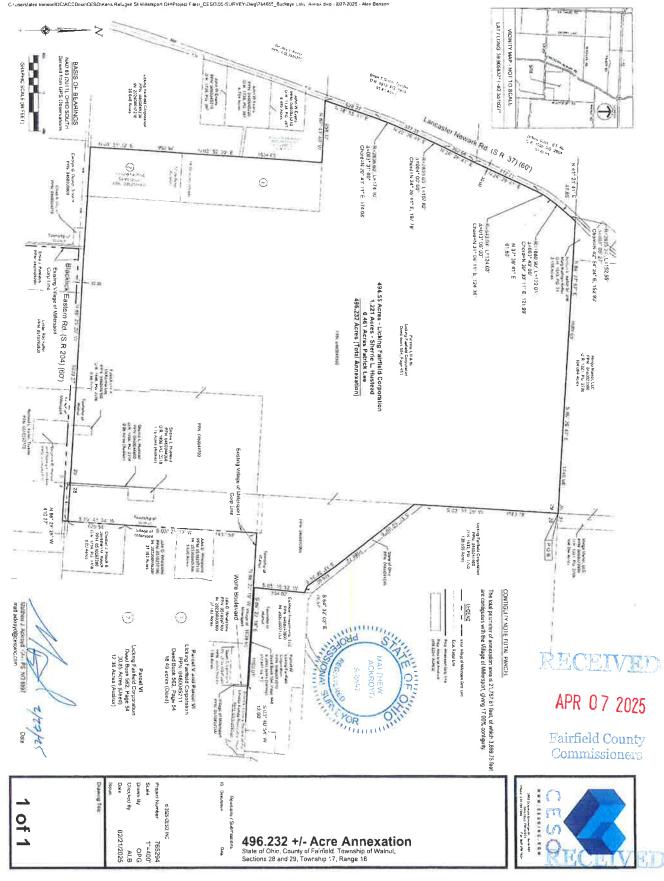
APR 07 2025

RECommissioners



764655-Buckeye Lake Annexati APR 18 2025





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Richard M. Keller, Trustee or Current Occupant 414 Yencer Street Baltimore, OH 43105

Nelson L. and Mary Kathryn Keller or Current Occupant 110 Sunset Drive Hebron, OH 43025

Patrick and McKenna Lee or Current Occupant 1882 Refugee Street Millersport, OH 43046

Eichhorn Investments LLC Phillip E. Eichhorn or Current Occupant 1410 Pleasantville Road, NE Pleasantville, OH 43148

Chester J. and Jonathan M. Hauck or Current Occupant 2397 Refugee Street PO Box 168 Millersport, OH 43046

Buckeye Lake Marina Inc. or Current Occupant PO Box 415 Millersport, OH 43047

Jerry P. and Joan O. Dupler or Current Occupant 1497 Blacklick-Eastern Road NE PO Box 626 Millersport, OH 43046 Carolyn G. Dupler, Trustee or Current Occupant PO Box 38 Millersport, OH 43046

Robert W. Slater II and Marilyn Rose Slater or Current Occupant 13285 Lancaster-Newark Road SE Millersport, OH 43046

Timothy L. and Cindy L. Keller or Current Occupant 155 Blacklick Road Millersport, OH 43046

Chad A. and Samantha J. Dupler or Current Occupant PO Box 493 Millersport, OH 43046

Licking Fairfield Corporation or Current Occupant PO Box 98 Hebron, OH 43025

Richard L. Keller, Trustee or Current Occupant 1941 Refugee Street Millersport, OH 43046

Stephen R. and Nancy L. Harlow or Current Occupant PO Box 372 Millersport, OH 43046 Brian T. Dixon, Trustee or Current Occupant PO Box 1266 Pataskala, OH 43062

Mingo Manor LLC or Current Occupant c/o HF Hansberger III 7585 Delview Drive West Chester, OH 45069

Julie D. Whetstone or Current Occupant PO Box 312 Millersport, OH 43047

State of Ohio c/o Ohio Department of Natural Resources Or Current Occupant 2045 Morse Rd., C-3 Columbus, OH 43229-6693 Lester Ray and Virginia Maryland Keller, Trustees or Current Occupant 13905 Cherry Lane NW Millersport, OH 43046

Erika J. Pontious or Current Occupant 1575 Blacklick-Eastern Road NE Millersport, OH 43046

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APR 07 2025

Fairfield County Commissioners

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APR 18 2025



MEMORANDUM

то:	Rochelle Mennigen Clerk of Fairfield County Commissioners 210 E. Main Street Lancaster, Ohio 43130
FROM:	Jill S. Tangeman
DATE:	April 7, 2025
RE:	Annexation of 496.232 +/- acres in Walnut Township, Fairfield County, Ohio to the Village of Millersport, Ohio

Rochelle:

Enclosed are proof of service affidavits for notices served on the Village of Millersport, Walnut Township and the surrounding owners for the above-referenced annexation.

Let me know if you have any questions.

Thank you,

Jill S. Tangeman Email: jstangeman@vorys.com Phone: 614-464-5608

PROOF OF SERVICE BY AFFIDAVIT

STATE OF OHIO COUNTY OF FRANKLIN, ss:

Elizabeth Seedorf, being first duly cautioned and sworn, deposes and says as follows:

1. That pursuant to Section 709.023(B) if the Ohio Revised Code, affiant served upon the Clerk of the Village of Millersport, Ohio, the attached Notice of Filing of Petition for Annexation, together with the petition, the legal description of the 496.232 +/- acres and the plat therefor, at the Village Clerk's address set forth on such Notice.

2. That such personal service was made by the undersigned on the 7th day of April, 2025, being within five (5) days of the filing of the petition for annexation with the Board of County Commissioners of Fairfield County, Ohio.

Further affiant sayeth not.

Elizaben Seedorf 52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-6363

Sworn to or affirmed and subscribed before me by Elizabeth Seedorf this 7th day of April, 2025. An oath or affirmation was administered to the signer with regard to this notarial act.



NICKLAUS J. REIS, Attorney At Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date Sec. 147.03 R.C.

Notary Public, State of Ohio

Munins J. Fey

Affix Seal Commission Expiration: NA

PROOF OF SERVICE BY AFFIDAVIT

STATE OF OHIO COUNTY OF FRANKLIN, ss:

Elizabeth Seedorf, being first duly cautioned and sworn, deposes and says as follows:

1. That pursuant to Section 709.023(B) if the Ohio Revised Code, the attached Notice of Filing of Petition for Annexation, together with the petition, the legal description of the 496.232 +/- acres and the plat therefor, was served upon the Fiscal Officer of the Board of Township Trustees of Walnut Township.

2. That such personal service was made by the undersigned on the 7th day of April, 2025, being within five (5) days of the filing of the petition for annexation with the Board of County Commissioners of Fairfield County, Ohio.

Further affiant sayeth not.

Elizabeth Seedorf 52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-6363

Sworn to or affirmed and subscribed before me by Elizabeth Seedorf this 7th day of April, 2025. An oath or affirmation was administered to the signer with regard to this notarial act.



NICKLAUS J. REIS, Attorney At Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date Sec. 147.03 R.C.

Notary Public, State of Ohio

Print Name Affix Seal Commission Expiration: V/A

NOTICE OF FILING OF PETITION FOR ANNEXATION

To: Owners Of Property Adjacent To The Territory Proposed For Annexation Or Adjacent To A Road That Is Adjacent To That Territory And Located Directly Across The Road From That Territory

Re: Proposed annexation of 496.232 +/- acres in Walnut Township, Fairfield County, Ohio to the Village of Millersport, Ohio.

In accordance with Section 709.023(B) of the Ohio Revised Code, notice is hereby given that a petition for annexation to the Village of Millersport, Ohio, for 496.232 +/- acres, more or less, in Walnut Township, Fairfield County, Ohio, was filed with the Board of County Commissioners of Fairfield County, Ohio, on the $\underline{7}$ day of \underline{April} , 2025. Attached hereto and made a part hereof is the petition for annexation to which the legal description of the 496.232 +/- acres and the plat therefore are attached.

Date: April 7, 2025

Jill S. Tangeman, Agent for Petitioners 52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-5608

NOTICE OF FILING OF PETITION FOR ANNEXATION

To: Fiscal Officer of the Board of Township Trustees of Walnut Township 11420 Millersport Road NE Millersport, OH 43046

Re: Proposed annexation of 496.232 +/- acres in Walnut Township, Fairfield County, Ohio to the Village of Millersport, Ohio.

In accordance with Section 709.023(B) of the Ohio Revised Code, notice is hereby given that a petition for annexation to the Village of Millersport, Ohio, for 496.232 +/- acres, more or less, in Walnut Township, Fairfield County, Ohio, was filed with the Board of County Commissioners of Fairfield County, Ohio, on the $\underline{7}$ day of $\underline{496.232}$, 2025. Attached hereto and made a part hereof is the petition for annexation to which the legal description of the 496.232 +/- acres and the plat therefore are attached.

Date: April 7, 2025

Jil S. Tangeman, Agent for Petitioner 52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-5608

Received by Walnut Township this 7 day of April, 2025. maran Signature: Name:

NOTICE OF FILING OF PETITION FOR ANNEXATION

To: Susan Ramsey Fiscal Officer of the Village of Millersport 2245 Refugee Street Millersport, Ohio 43046

Re: Proposed annexation of 496.232 +/- acres in Walnut Township, Fairfield County, Ohio to the Village of Millersport, Ohio.

In accordance with Section 709.023(B) of the Ohio Revised Code, notice is hereby given that a petition for annexation to the Village of Millersport, Ohio, for 496.232 +/- acres, more or less, in Walnut Township, Fairfield County, Ohio, was filed with the Board of County Commissioners of Fairfield County, Ohio, on the 7 day of 496.232, 2025. Attached hereto and made a part hereof is the petition for annexation to which the legal description of the 496.232 +/- acres and the plat therefore are attached.

Date: April 7,2025

Jill S. Tangeman) Agent for Petitioner 52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-5608

Received by Village of Millersport this The day of April, 2025.

Signature: Dunct Posopo Name: Vincent B. Popu Name: Vincent

PROOF OF SERVICE BY AFFIDAVIT

STATE OF OHIO COUNTY OF FRANKLIN, ss:

Elizabeth Seedorf, being first duly cautioned and sworn, deposes and says as follows:

1. That pursuant to Section 709.023(B) if the Ohio Revised Code, affiant served by U.S. mail, postage prepaid, upon the List of Adjacent Property Owners attached as Exhibit A, the attached Notice of Filing of Petition for Annexation, together with the petition, the legal description of the 496.232 +/- acres and the plat therefore, at the addresses set forth on Exhibit A.

2. That such service was made by the undersigned on the 7th day of April, 2025, being within five (5) days of the filing of the petition for annexation with the Board of County Commissioners of Fairfield County, Ohio.

Further affiant sayeth not.

Elizabeth Seedorf 52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-6363

Sworn to or affirmed and subscribed before me by Elizabeth Seedorf this 7th day of April, 2025. An oath or affirmation was administered to the signer with regard to this notarial act.



NICKLAUS J. REIS, Attorney At Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date Sec. 147.03 R.C.

Notary Public, State of Ohio

Nuller T- Rell Print Name Affix Seal Commission Expiration: N/A

Exhibit A

Richard M. Keller, Trustee or Current Occupant 414 Yencer Street Baltimore, OH 43105 Nelson L. and Mary Kathryn Keller or Current Occupant 110 Sunset Drive Hebron, OH 43025

Patrick and McKenna Lee or Current Occupant 1882 Refugee Street Millersport, OH 43046

Eichhorn Investments LLC Phillip E. Eichhorn or Current Occupant 1410 Pleasantville Road, NE Pleasantville, OH 43148

Chester J. and Jonathan M. Hauck or Current Occupant 2397 Refugee Street PO Box 168 Millersport, OH 43046 Buckeye Lake Marina Inc. or Current Occupant PO Box 415 Millersport, OH 43047

Jerry P. and Joan O. Dupler or Current Occupant 1497 Blacklick-Eastern Road NE PO Box 626 Millersport, OH 43046 Carolyn G. Dupler, Trustee or Current Occupant PO Box 38 Millersport, OH 43046

Robert W. Slater II and Marilyn Rose Slater or Current Occupant 13285 Lancaster-Newark Road SE Millersport, OH 43046

Timothy L. and Cindy L. Keller or Current Occupant 155 Blacklick Road Millersport, OH 43046

Chad A. and Samantha J. Dupler or Current Occupant PO Box 493 Millersport, OH 43046

Licking Fairfield Corporation or Current Occupant PO Box 98 Hebron, OH 43025

Richard L. Keller, Trustee or Current Occupant 1941 Refugee Street Millersport, OH 43046

Stephen R. and Nancy L. Harlow or Current Occupant PO Box 372 Millersport, OH 43046 Brian T. Dixon, Trustee or Current Occupant PO Box 1266 Pataskala, OH 43062

Mingo Manor LLC or Current Occupant c/o HF Hansberger III 7585 Delview Drive West Chester, OH 45069

Julie D. Whetstone or Current Occupant PO Box 312 Millersport, OH 43047

State of Ohio c/o Ohio Department of Natural Resources Or Current Occupant 2045 Morse Rd., C-3 Columbus, OH 43229-6693 Lester Ray and Virginia Marylan Keller, Trustees or Current Occupant 13905 Cherry Lane NW Millersport, OH 43046

Erika J. Pontious or Current Occupant 1575 Blacklick-Eastern Road NE Millersport, OH 43046



FOLD on this line and place in shipping pouch with bar code and delivery address visible

- 1. Fold the first printed page in half and use as the shipping label.
- 2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
- 3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of 100 USD or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is 500 USD, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx service Guide, see and the packaging, securing, marking or addressing, or the acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).

Exhibit "A" Proposed Annexation

Containing 496.232 +/- Acres From Walnut Township to the Village of Millersport

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Sections 28 and 29, Township 17, Range 18, being all of that 0.29 acre tract of land (PID: 0460043910) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 448, being all out of that 469.31 acre tract of land (PID: 0460043900, 0460044700 and 0460044900) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 451, out of that 1.16 and 0.06 acre tracts of land (PID: 0460044000 and 0460044800) as conveyed to Sherrie L. Hustead, of record in Official Record 1496, Page 2318, out of that 0.46 acre tract of land (PID: 0460046100) as conveyed to Parick Lee and McKenna Lee, of record in Official Record 1719, Page 2373, and out of that 18.494 acre tract of land (PID:), as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 560, Page 741 all document references are to the records the Recorder's Office of Fairfield County, Ohio, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a 104.084 acre tract of land as conveyed to Mingo Manor, LLC, of record in Official Record 1321, Page 2706, being the northwesterly corner of a 139.556 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Official Record 1533, Page 1740 and being the southeasterly corner of Section 20, the northeasterly corner of Section 29, the southwesterly corner of Section 21 and the northwesterly corner of Section 28;

Thence South 3°31'29" West, with the westerly line of said 139.556 acre tract and with the westerly line of a tract of land as conveyed to State of Ohio, Parcel ID number 0460044246, a distance of 1,563.78 feet to the southwesterly corner of a State of Ohio tract;

Thence with the southerly line of said State of Ohio tract the following courses:

South 37°56'09" East, a distance of 1,088.72 feet to a point;

South 33°38'34"E., a distance of 376.02 feet to a point;

South 64°32'03" East, a distance of 76.57 feet to a point in the westerly line of a tract of land as conveyed to Eichhorn Investments, LLC, of record in Instrument Number 202500001353;

Thence South 5°15'52" West, with the westerly line of said Eichorn Investments, LLC tract, a distance of 554.00 feet to the southwesterly corner thereof and being a point in the northerly line of said 0.29 acre tract;

Thence South 86°22'19" East, with the northerly line of said 0.29 acre tract, a distance of 1,050.03 feet to a point;

Thence South 3°40'54" West, with the easterly line of said 0.29 acre tract, a distance of 12.00 feet to a point in the existing Village of Millersport Corporation Line and being a point in the northerly line of a 1.96 acre tract of land as conveyed to Sean T. Lehmann, of record in Instrument Number 201600005204;

Thence North 86°22'19" West, with said corporation line, with the northerly line of said 1.96 acre tract, and with a northerly line of a 37.183 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, distance of 1,638.65 feet to a point;

Thence South 3°27'13" West, continuing with said corporation line, with the westerly line of said 37.183 acre tract, and with the westerly line of a 5.000 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, a distance of 1,410.59 feet to the northwesterly corner of a 8.00 acre tract of land as conveyed to Chester J. Hauck and Jonathan M. Hauck, of record in Official Record 1734, Page 1708;

Thence South 3°41'34" West, continuing with said corporation line and with the westerly line of said 8.00 acre tract, a distance of 629.54 feet to a point in the northerly right of way line of Blacklick-Eastern Road (State Route 204)(60 foot right of way);

Thence with said northerly right of way line the following courses:



North 86°24'29" West, a distance of 410.27 feet to a point;

APR 2 4 2025

Fairfield County Commissioners



764655-Buckeye Lake Annexation

North 86°25'20" West, a distance of 3,609.27 feet to a point in the easterly line of a 36.648 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Instrument Number 202400017210;

Thence North 3°51'32" East, with the easterly line of said 36.648 acre tract, a distance of 992.96 feet to a point;

Thence North 3°52'20" East, continuing with the easterly line of said 36.648 acre tract, with the easterly line of a 6.754 acre tract of land as conveyed to John W. Evans, of record Official Record 1739, Page 387, and with the easterly line of a 8.441 acre tract of land as conveyed to Licking Fairfield Corporation, of record in said Instrument Number 202400017210, a distance of 1,534.65 feet to the northeasterly corner thereof;

Thence North 86°43'40" West, with the northerly line of said 8.441 acre tract, a distance of 658.37 feet to a point in the easterly right of way line of Lancaster-Newark Road (State Route 37)(60 foot right of way);

Thence with said easterly right of way line the following courses:

North 18°55'41" East, a distance of 628.27 feet to a point of curvature;

With a curve to the right having a radius of 2836.60 feet, a central angle of 3°31'00", an arc length of 174.10 feet and a chord bearing North 20°41'11" East, 174.08 feet to a point of tangency;

North 22°26'41" East, a distance of 377.35 feet to a point of curvature;

With a curve to the right having a radius of 2833.63 feet, a central angle of 4°00'00", an arc length of 197.82 feet and a chord bearing North 24°26'41" East, 197.78 feet to a point of tangency;

North 26°26'41" East, a distance of 362.66 feet to a point of curvature;

North 24°29'41" East, a distance of 772.71 feet to a point of curvature;

With a curve to the right having a radius of 543.04 feet, a central angle of 13°09'00", an arc length of 124.63 feet and a chord bearing North 31°04'11" East, 124.36 feet to a point of tangency;

North 37°38'41" East, a distance of 61.60 feet to a point of curvature;

With a curve to the right having a radius of 1880.90 feet, a central angle of 3°43'00", an arc length of 122.01 feet and a chord bearing North 39°30'11" East, 121.99 feet to a point of tangency;

North 41°21'41" East, a distance of 47.85 feet to a point of curvature;

With a curve to the right having a radius of 2835.24 feet, a central angle of 3°05'27", an arc length of 152.95 feet and a chord bearing North 42°54'24" East, 152.93 feet to a point in the southerly line of a 3.118 acre tract of land as conveyed to Nelson L. Keller Sr. and Mary Kathryn Keller, of record in Official Record 1543, Page 21;

Thence South 86°27'57" East, with the southerly line of said 3.118 acre tract and with the southerly line of said 104.084 acre tract, a distance of 1,689.66 feet to a point;

Thence South 86°26'47" East, with the southerly line of said 104.084 acre tract, a distance of 1,440.58 feet to the **POINT OF BEGINNING** containing **496.232 +/-** acres, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the 0.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property.

The above annexation contains 3678.78+/- lineal feet that is contiguous with the Existing Corporation Line of the Village of Millersport, with a total perimeter of 21757.61 +/- lineal feet to be annexed to Village of Millersport, that being 16.91% of the perimeter length that is contiguous to the Existing Corporation Line of the Village of Millersport.

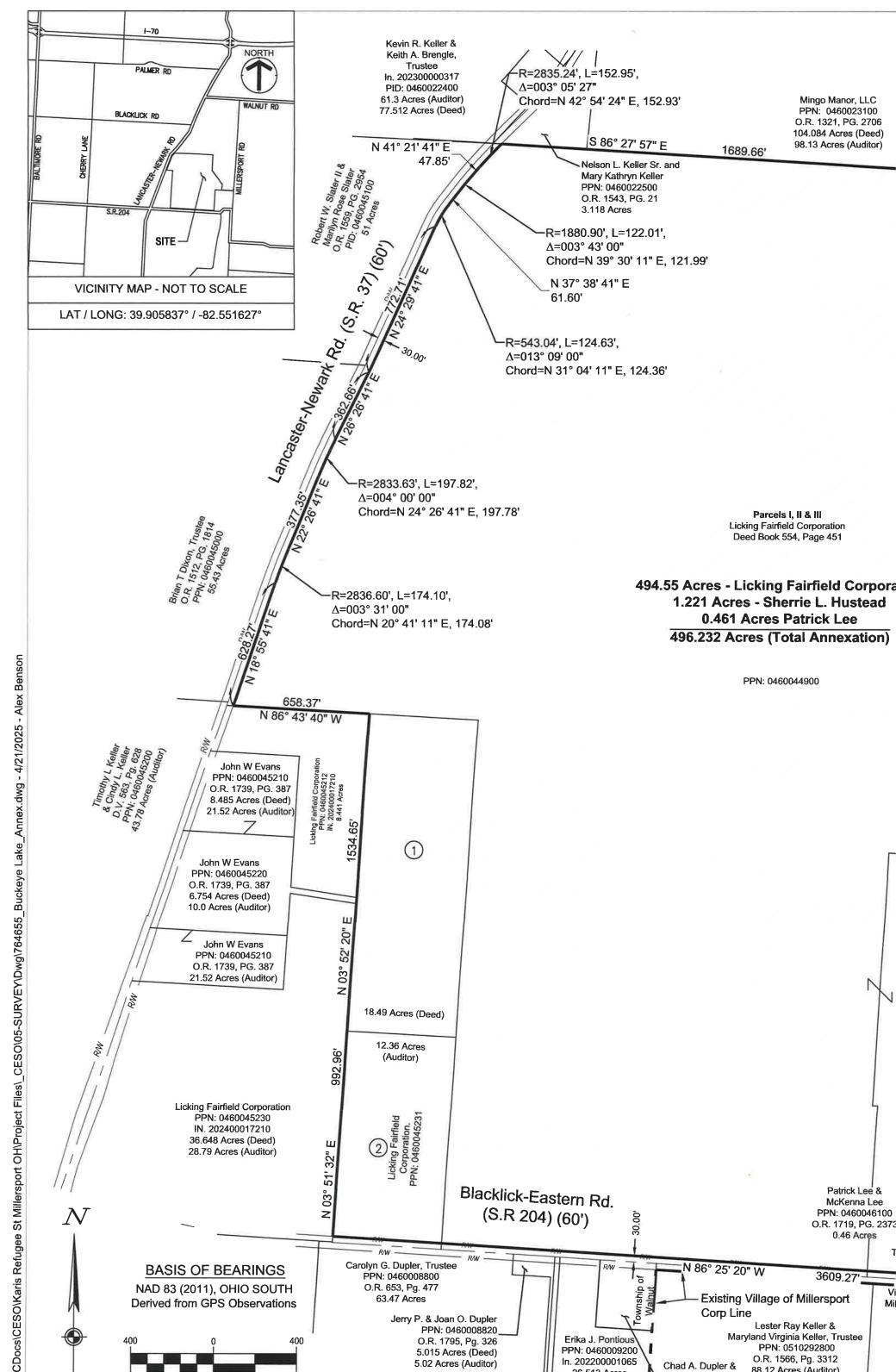


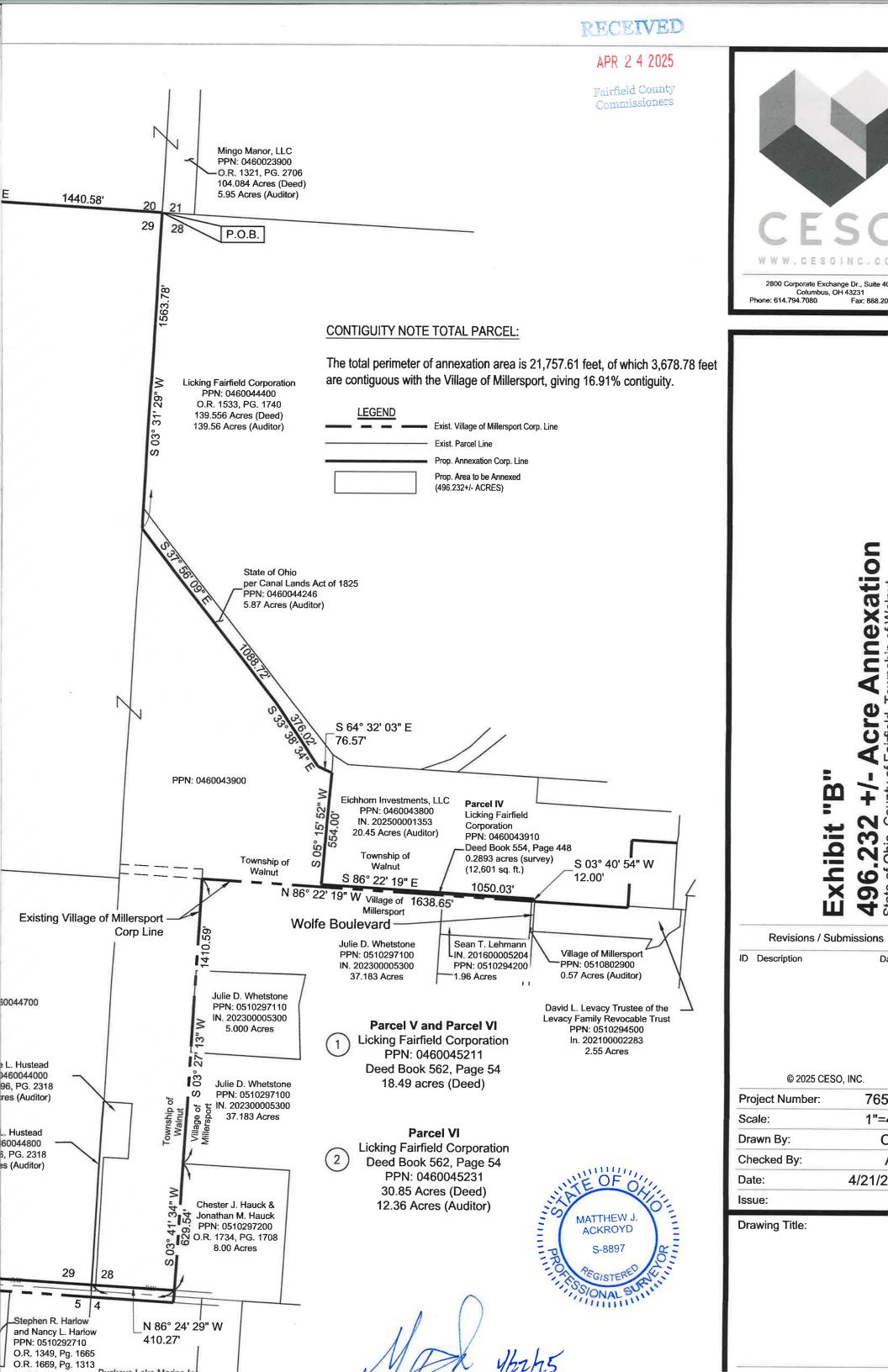
CESO Inc.

Matthew J. Ackroyd, PS Registered Surveyor No. 8897 RECEIVED

APR 2 4 2025

Fairfield County 764655-Buckeye Lake Annexationissioners





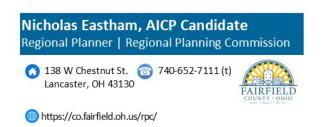
From:	Eastham, Nicholas P
То:	Menningen, Rochelle M
Cc:	Mattei, Holly R; Brown-Thompson, Amy L
Subject:	RE: Expedited Type II Annexation from the Walnut Twp to the Village of Millersport, 496.232 +/- acres
Date:	Tuesday, April 8, 2025 10:19:21 AM
Attachments:	Walnut Acres Subdivision.pdf

Hi Rochelle,

The Regional Planning Commission did not have any immediate issue with this annexation. In our review, we did find that a vacated subdivision would be included with this annexation (Walnut Acres Subdivision Vacated 2/4/69; parcel numbers 0460044700, 0460046100, and 0460043900). I have included the relevant plat above. We did not think this would present issue, but we did want to bring it to the Commissioners' attention.

Please let me know if you have any questions.

Thank you.



From: Menningen, Rochelle M <rochelle.menningen@fairfieldcountyohio.gov> Sent: Monday, April 7, 2025 11:35 AM

To: Valentine, Jennifer M <jennifer.valentine@fairfieldcountyohio.gov>; Group-RegionalPlanning <group-regionalplanning@groups.fairfieldcountyohio.gov>; Group-AuditorGIS <group-auditorgis@groups.fairfieldcountyohio.gov>; Camechis, Jeffrey G

<jeff.camechis@fairfieldcountyohio.gov>; Noland, Mitch A <mitch.noland@fairfieldcountyohio.gov>; Brown-Thompson, Amy L <amy.brown-thompson@fairfieldcountyohio.gov>; Darnell, Steven T <steven.darnell@fairfieldcountyohio.gov>; Lines, Austin R <austin.lines2@fairfieldcountyohio.gov> **Subject:** Expedited Type II Annexation from the Walnut Twp to the Village of Millersport, 496.232 +/acres

Good morning,

The attached annexation was submitted to the Commissioners' Office today, April 7th. Please review the petition and let me know by Monday, April 14th, if you have any issues.

Thanks,



WALNUT ACRES SUB DIV. A PART OF SEC 28-29 WALNUT TOWNSHIP REFUGEE FAIRFIELD COUNTY, O.

Scale 1: 100' MARCH 1957



We do hereby certify that we have surveyed the premises and prepared the attached plat and that the plat is correct.

Description:

Being a part of sec 28 and sec. 29 T 17 R 18 Fairfield County Ohio and bound as follows: beginning at the S.E. corner of sec. 29: thence 1/89°58 W 1030:41 fl. to an iron pin: thence NO°17 W 235.0fl. to an iron pin: thence 589°58 E 1442.32 ft. to an iron pin: thence 50°04 E 235.0 ft. to an iron pin in sec. line thence it B9°58 W. 411.02 ft. to the place of beginning, containing 7.178 acres The lots are as shown on the plat with dimensions given in feet and decimals of a foot and are numbered from I to 14 inclusive; All streets and parts of streets shown on this plat are hereby dedicated to public use.

the plat correctly represents their Walnut Acres Sub Division and do hereby accept this plat of same and dedicate to public use all strate. In witness thereof Eugene A Murphey and Angie & Murphey do hereby set their hands this 12. doy of March 1957

<u>a</u> P < ACATIO 0 Paul Dumond & Associates - Surveyors T Lots 1, 2, 3, 4, 98 C 9 10 11 12 13 14 7,8,9,10,11, 98 1 1441.43 ũ 411.02 S.E. CORNER ω SEC. 29 Pad Paul Dumond Reg. Surveyor. Ĩ See Dedication The undersigned Eugene A Murphey and Angie G. Murphey husband and wife, owners of the land delineated on the above plat do hereby certify that Joc Samith & Utt Eugene a, mur Г aie 3. murphey. Daily Pg Witness Towners. 30 Dorothy E. Dumon (Holory public Fairfield County, O. DOROTHY E. DUMOND Notary Public, Fairfield Co. Ohio MY COMMISSION EXPIRES 3/21/59 by the Fairfield County board of commissioners clerk of Boord 8:38 Oclock AM and recorded this 25th day of March 395 Rep M. Zollingen Recordor Farifield County. March 20 57

State of Ohio, County of Fairfield

Before me a notory public in and for said county, personaly came Eugene A. Murphey and Angie G Murphey who acknowledged that they did sign the above instrument and that the signing was their free act and deed. In testimony where of I have hereunto set my hand and official seal this 12 day of March. 1957

This plat approved and accepted_ this 12 day of March 1957

Transferred on the tax duplicate this 12 day of March 1957

J. a. Mych County Auditor, Fairfield Co. 0

Received for record this 13 day of March 1957 of

10

WALNUT ACRES SUB DIV. A PART OF SEC 28-29 WALNUT TOWNSHIP REFUGEE FAIRFIELD COUNTY, O.

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10



614.464.6400 | vorys.com

Founded 1909

Jill S. Tangeman Direct Dial (614) 464-5608 Direct Fax (614) 464-5608 Email jstangeman@vorys.com

April 23, 2025

VIA E-MAIL

David J. Burgei, Real Estate Assessment Director Office of Fairfield County Auditor 108 North High Street Lancaster, Ohio 43130

Re: Petition for Annexation of 496.232 acres from Walnut Township to the Village of Millersport

Dear Mr. Burgei:

I am the agent for the petitioners under the above-referenced annexation petition and I am in receipt of your letter dated April 16, 2025.

We have made revisions to the annexation map noted in your letter as detailed below. Prior to filing the annexation map, the map was submitted and approved by the Fairfield County Engineer. To that end, I would note that none of the corrections identified in your letter are requirements for an accurate map set forth in Ohio Revised Code 709.02. Notwithstanding this fact, we are submitting the revised map to you for your review and will serve the revised map on the County, the Village and the Surrounding Owners in accordance with the statute once we receive your approval.

The following adjustments to the map have been made:

- 1. The map and legal have been labeled as Exhibit A and B. (All copies of the annexation petition that were served on the County, Village and Surrounding Owners had the map and legal labeled as Exhibit A and B the label was missing only from the original map and legal due to the paper size.)
- 2. The dash has been added to Lancaster-Newark and Blacklick-Eastern roadways.



April 23, 2025 Page 2

- 3. Adjustments have been made to the map to address typographical errors related to the identification of surrounding property owners. (*I would note that there is no requirement in Chapter 709 of the Ohio Revised Code that surrounding property owners be identified on the map. The list of Surrounding Owners included with the annexation petition was accurate and all Surrounding Owners identified on that list were properly and timely served with the annexation petition as required by the statute.)*
- 4. The Contiguity Note has not been adjusted. Our surveyor has re-calculated the total and contiguous footage. The information on the annexation map as filed is correct.
- 5. The Village of Millersport adopted the required Service Resolution on April 15, 2025 and a copy has been delivered to the Fairfield County Commissioners. A copy is attached hereto for your reference.

Please notify me at your earliest convenience if you have any further comments regarding the annexation map. Your prompt attention to this matter is greatly appreciated.

Very truly yours,

Jill S. Tangeman

JST/jst

OFFICE OF COUNTY AUDITOR



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

To: Fairfield County Board of Commissioners

Attn: Rochelle Menningen, Clerk

From: David J. Burgei, Real Estate Assessment Director

Subject: Petition for Annexation of 496.232 acres to the Village of Millersport, Walnut Township.

Date: April 16, 2025

The GIS Department has reviewed the original documentation covering the proposed annexation. The comments included below have been reviewed and coordinated with the County Engineer's Office and represent both offices' review of the proposed annexation. The conditions outlined below may require correction by the applicant. As they are technical or ministerial in nature, they should be addressed prior to completion of the annexation process. Subject to advice from the Prosecutor, and inclination of the Board, correction could be required prior to the Board action. Or, if the Board desires to act favorably, it could condition its approval upon the applicant's making the required corrections within a specified time frame after passage.

- 1. The legal description is not labeled as Exhibit A, and the plat is not labeled as Exhibit B.
- 2. The road names Lancaster-Newark and Blacklick-Eastern need the dash added.
- 3. Adjacent Property Owners list contains the following errors:
 - a. Missing adjacent property information at the NW and SE corner of proposed annexation.
 - b. Missing parcel number for Parcel VI, labeled as 2.
 - c. Adjacent parcel number 0460045100 needs up to date information.
 - d. The Southern adjacent property lines and parcel information is drawn incorrectly.
 - e. Parcel 0460046100 has incorrect Official Record.
- 4. The Contiguity Note has incorrect footage of perimeter. Both the total and contiguous footage are incorrect.
- 5. Is there a Service Agreement for the proposed annexation?

Please feel free to contact me with any questions, thank you.

SERVE • CONNECT • PROTECT

RECORD OF ORDINANCES

Ordinance No. <u>873</u>	Passed .
ORDIN	IANCE NUMBER 873
MILLERSPORT, OHIO WILL PR ANNEXED TO THE VILLAGE (FILED WITH THE BOARD OF LAND OWNERS (AS DEFINE) CODE SECTION 709.023, WAIV	NDICATING THE SERVICES THE VILLAGE OF ROVIDE TO THE TERRITORY PROPOSED TO BE OF MILLERSPORT PURSUANT TO A PETITION COMMISSIONERS OF FAIRFIELD COUNTY BY D BELOW), AS PROVIDED BY OHIO REVISED ING THE SECOND READING AND DECLARING AN EMERGENCY.
iled with the Board of Commissions Millersport (the 'Village") approxi	b. (collectively referred to as the "Land Owners"), have of Fairfield County, a petition to annex to the Village of imately 496.232 +/- acres of land as shown in the egal descriptions and map attached and incorporated as
WHEREAS, the Land Owners' pro shown in Exhibit A; and	perty is contiguous to the Village Corporation limits as
where land is not excluded from annexation is proposed shall adopt a	ed Code Section 709.023, a special annexation procedure the Township, the municipal corporation to which ordinance stating what services the Village will provide within twenty (20) days from the date the Annexation
Code 709.023, and the significance	atutory deadline requirements contained in Ohio Revised of the annexation to the Village, the legislation needs to e necessary for the preservation of public peace, safety,
NOW, THEREFORE, BE IT RI Millersport, Fairfield County, Ohio (ESOLVED by the Village Council of the Village of the "Village") that:
Village pursuant to Ohio Revised C reasonable amount of time after com Village, it will provide to the new services: Police protection; profession maintenance of any and all public s control of the Village, keeping the lighting in accordance with any Villa services; water service; sewer serv	s the Proposed Property is sufficiently contiguous to the ode Section 709.023 and the Village states that within a spletion of the annexation of the Proposed Property to the ly annexed territory the following appropriate level of onal engineering staff; park and recreation programming; streets and alleyways, falling within the jurisdiction and e same open, in repair, and free from nuisance; street age plan/policy for streetlights; planning and development ice; public storm water service; and any and all other of Village, which may be in addition to those services
Chapter 519 of the Revised Code an permits uses in the annexed territory uses under current township zonin Village shall require, in the zoning	perty is subject to zoning regulations adopted under d once annexed becomes subject to Village zoning which that the Village determines are clearly incompatible with g in the adjacent land remaining in the Township, the ordinance permitting the incompatible use, the owner of buffer separating the use of the annexed territory and the

803

RECORD OF ORDINANCES

Form 6220S

Ordinance₃No Section 3. If a street or highway will be divided or segmented by the boundary line between the township and the Village as to create a road maintenance problem, the Village agrees to and will assume the maintenance of that street or highway or to otherwise correct the problem. Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reasons stated in the preamble hereof, wherefore this Ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

Section 5. The Village Fiscal Officer is hereby directed to file a certified copy of this legislation with the Board of County Commissioners for Fairfield County, Ohio within twenty days following the date that the Annexation Petition was filed with the County.

Section 6. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Effective Date: April 8, 2025

The Three Reading requirement was waived/not waived: _____ Yeas; ____ Nays.

met Bloo

Vincent B. Popo, Village Administrator

ATTEST: June Boyer Vincent B. Popo, Village Administrator

April 15, 2025

Date

APPRØVED AS TO FORM:

Kevin Bush, Village Solicitor

Mayor Gary Matheny

Date

CERTIFICATION

The undersigned, the Fiscal Officer of the Village of Millersport, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance 873 adopted by the Village of Millersport, Ohio, on April 8, 2025.

Ount Blac

Vincent B. Popo, Village Administrator

1 CM

BARRELL BROTHERS, PUBLISHERS

Exhibit "A" Proposed Annexation

Containing 496.232 +/- Acres From Walnut Township to the Village of Millersport

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Sections 28 and 29, Township 17, Range 18, being all of that 0.29 acre tract of land (PID: 0460043910) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 448, being all out of that 469.31 acre tract of land (PID: 0460043900, 0460044700 and 0460044900) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 451, out of that 1.16 and 0.06 acre tracts of land (PID: 0460044000 and 0460044800) as conveyed to Sherrie L. Hustead, of record in Official Record 1496, Page 2318, out of that 0.46 acre tract of land (PID: 0460046100) as conveyed to Parick Lee and McKenna Lee, of record in Official Record 1719, Page 2373, and out of that 18.494 acre tract of land (PID:), as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 560, Page 741 all document references are to the records the Recorder's Office of Fairfield County, Ohio, and being more particularly described as follows:

BEGINNING at a point in the southerly line of a 104.084 acre tract of land as conveyed to Mingo Manor, LLC, of record in Official Record 1321, Page 2706, being the northwesterly corner of a 139.556 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Official Record 1533, Page 1740 and being the southeasterly corner of Section 20, the northeasterly corner of Section 29, the southwesterly corner of Section 21 and the northwesterly corner of Section 28;

Thence South 3°31'29" West, with the westerly line of said 139.556 acre tract and with the westerly line of a tract of land as conveyed to State of Ohio, Parcel ID number 0460044246, a distance of 1,563.78 feet to the southwesterly corner of a State of Ohio tract;

Thence with the southerly line of said State of Ohio tract the following courses:

South 37°56'09" East, a distance of 1,088.72 feet to a point;

South 33°38'34"E., a distance of 376.02 feet to a point;

South 64°32'03" East, a distance of 76.57 feet to a point in the westerly line of a tract of land as conveyed to Eichhorn Investments, LLC, of record in Instrument Number 202500001353;

Thence South 5°15'52" West, with the westerly line of said Eichorn Investments, LLC tract, a distance of 554.00 feet to the southwesterly corner thereof and being a point in the northerly line of said 0.29 acre tract;

Thence South 86°22'19" East, with the northerly line of said 0.29 acre tract, a distance of 1,050.03 feet to a point;

Thence South 3°40'54" West, with the easterly line of said 0.29 acre tract, a distance of 12.00 feet to a point in the existing Village of Millersport Corporation Line and being a point in the northerly line of a 1.96 acre tract of land as conveyed to Sean T. Lehmann, of record in Instrument Number 201600005204;

Thence North 86°22'19" West, with said corporation line, with the northerly line of said 1.96 acre tract, and with a northerly line of a 37.183 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, distance of 1,638.65 feet to a point;

Thence South 3°27'13" West, continuing with said corporation line, with the westerly line of said 37.183 acre tract, and with the westerly line of a 5.000 acre tract of land as conveyed to Julie D. Whetstone, of record in Instrument Number 202300005300, a distance of 1,410.59 feet to the northwesterly corner of a 8.00 acre tract of land as conveyed to Chester J. Hauck and Jonathan M. Hauck, of record in Official Record 1734, Page 1708;

Thence South 3°41'34" West, continuing with said corporation line and with the westerly line of said 8.00 acre tract, a distance of 629.54 feet to a point in the northerly right of way line of Blacklick-Eastern Road (State Route 204)(60 foot right of way);

Thence with said northerly right of way line the following courses:

North 86°24'29" West, a distance of 410.27 feet to a point;



North 86°25'20" West, a distance of 3,609.27 feet to a point in the easterly line of a 36.648 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Instrument Number 202400017210;

Thence North 3°51'32" East, with the easterly line of said 36.648 acre tract, a distance of 992.96 feet to a point;

Thence North 3°52'20" East, continuing with the easterly line of said 36.648 acre tract, with the easterly line of a 6.754 acre tract of land as conveyed to John W. Evans, of record Official Record 1739, Page 387, and with the easterly line of a 8.441 acre tract of land as conveyed to Licking Fairfield Corporation, of record in said Instrument Number 202400017210, a distance of 1,534.65 feet to the northeasterly corner thereof;

Thence North 86°43'40" West, with the northerly line of said 8.441 acre tract, a distance of 658.37 feet to a point in the easterly right of way line of Lancaster-Newark Road (State Route 37)(60 foot right of way);

Thence with said easterly right of way line the following courses:

North 18°55'41" East, a distance of 628.27 feet to a point of curvature;

With a curve to the right having a radius of 2836.60 feet, a central angle of 3°31'00", an arc length of 174.10 feet and a chord bearing North 20°41'11" East, 174.08 feet to a point of tangency;

North 22°26'41" East, a distance of 377.35 feet to a point of curvature;

With a curve to the right having a radius of 2833.63 feet, a central angle of 4°00'00", an arc length of 197.82 feet and a chord bearing North 24°26'41" East, 197.78 feet to a point of tangency;

North 26°26'41" East, a distance of 362.66 feet to a point of curvature;

North 24°29'41" East, a distance of 772.71 feet to a point of curvature;

With a curve to the right having a radius of 543.04 feet, a central angle of 13°09'00", an arc length of 124.63 feet and a chord bearing North 31°04'11" East, 124.36 feet to a point of tangency;

North 37°38'41" East, a distance of 61.60 feet to a point of curvature;

With a curve to the right having a radius of 1880.90 feet, a central angle of 3°43'00", an arc length of 122.01 feet and a chord bearing North 39°30'11" East, 121.99 feet to a point of tangency;

North 41°21'41" East, a distance of 47.85 feet to a point of curvature;

With a curve to the right having a radius of 2835.24 feet, a central angle of 3°05'27", an arc length of 152.95 feet and a chord bearing North 42°54'24" East, 152.93 feet to a point in the southerly line of a 3.118 acre tract of land as conveyed to Nelson L. Keller Sr. and Mary Kathryn Keller, of record in Official Record 1543, Page 21;

Thence South 86°27'57" East, with the southerly line of said 3.118 acre tract and with the southerly line of said 104.084 acre tract, a distance of 1,689.66 feet to a point;

Thence South 86°26'47" East, with the southerly line of said 104.084 acre tract, a distance of 1,440.58 feet to the **POINT OF BEGINNING** containing **496.232 +/-** acres, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the 0.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property.

The above annexation contains 3678.78+/- lineal feet that is contiguous with the Existing Corporation Line of the Village of Millersport, with a total perimeter of 21757.61 +/- lineal feet to be annexed to Village of Millersport, that being 16.91% of the perimeter length that is contiguous to the Existing Corporation Line of the Village of Millersport.



CESO Inc.

Matthew J. Ackroyd, PS Registered Surveyor No. 8897



Vorys, Sater, Seymour and Pease LLP Legal Counsel 614.464.6400 | www.vorys.com

Founded 1909

Jill S. Tangeman Direct Dial (614) 464-5608 Direct Fax (614) 719-4638 Email jstangeman@vorys.com

April 25, 2025

VIA OVERNIGHT MAIL

Rochelle Mennigen Clerk of Fairfield County Commissioners 210 E. Main Street Lancaster, Ohio 43130

> Re: Petition for Annexation of 496.232 +/- acres in Walnut Township, Fairfield County, Ohio, to the Village of Millersport, Ohio - Proof of Service by Affidavit for Walnut Township, Village of Millersport and Adjacent Property Owners

Board of County Commissioners of Fairfield County, Ohio:

Enclosed please find the Proof of Service by Affidavit to Walnut Township, Village of Millersport and Adjacent Property Owners regarding the amendment to petition for annexation of 496.232 +/- acres in Walnut Township, Fairfield County, Ohio to the Village of Millersport, Ohio.

Thank you,

Jill S. Tangeman Email: jstangeman@vorys.com_TVED Phone: 614-464-5608

APR 28 2025

Fairfield County Commissioners

PROOF OF SERVICE BY AFFIDAVIT

STATE OF OHIO COUNTY OF FRANKLIN, ss:

Elizabeth Seedorf, being first duly cautioned and sworn, deposes and says as follows:

1. That a copy of the attached Notice of Filing of Amendment to Petition for Annexation together with a copy of the Amendment was served upon the Fiscal Officer of the Village of Millersport, Ohio and the Fiscal Officer of the Board of Township Trustees of Walnut Township via personal service on April 25, 2025 and upon the List of Adjacent Property Owners attached as Appendix 1 via ordinary mail on April 25, 2025.

Further affiant sayeth not.

Elizabeth Seedorf

52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-6363

Sworn to or affirmed and subscribed before me by Elizabeth Seedorf this 25th day of April, 2025. An oath or affirmation was administered to the signer with regard to this notarial act.



NICKLAUS J. REIS, Attorney At Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date Sec. 147.03 R.C.

Notary Public, State of Ohio NCKLAUS J. FELS

Print Name Affix Seal Commission Expiration:



APR 2.8 2025

Fairfield County Commissioners Richard M. Keller, Trustee or Current Occupant 414 Yencer Street Baltimore, OH 43105

Nelson L. and Mary Kathryn Keller or Current Occupant 110 Sunset Drive Hebron, OH 43025

Patrick and McKenna Lee or Current Occupant 1882 Refugee Street Millersport, OH 43046

Eichhorn Investments LLC Phillip E. Eichhorn or Current Occupant 1410 Pleasantville Road, NE Pleasantville, OH 43148

Chester J. and Jonathan M. Hauck or Current Occupant 2397 Refugee Street PO Box 168 Millersport, OH 43046

Buckeye Lake Marina Inc. or Current Occupant PO Box 415 Millersport, OH 43047

Jerry P. and Joan O. Dupler or Current Occupant 1497 Blacklick-Eastern Road NE PO Box 626 Millersport, OH 43046

David L. Levacy Trustee of the Levacy Family Revocable Trust or Current Occupant 12345 Wolfe Blvd. PO Box 476 Millersport, OH 43046

John W. Evans Or Current Occupant 14 Keel Lane Nantucket, MA 02554 Carolyn G. Dupler, Trustee or Current Occupant PO Box 38 Millersport, OH 43046

Robert W. Slater II and Marilyn Rose Slater or Current Occupant 13285 Lancaster-Newark Road SE Millersport, OH 43046

Timothy L. and Cindy L. Keller or Current Occupant 155 Blacklick Road Millersport, OH 43046

Chad A. and Samantha J. Dupler or Current Occupant PO Box 493 Millersport, OH 43046

Licking Fairfield Corporation or Current Occupant PO Box 98 Hebron, OH 43025

Richard L. Keller, Trustee or Current Occupant 1941 Refugee Street Millersport, OH 43046

Stephen R. and Nancy L. Harlow or Current Occupant PO Box 372 Millersport, OH 43046

Sean T. Lehmann or Current Occupant 12411 Wolfe Blvd. Millersport, Ohio 43046 Brian T. Dixon, Trustee or Current Occupant PO Box 1266 Pataskala, OH 43062

Mingo Manor LLC or Current Occupant c/o HF Hansberger III 7585 Delview Drive West Chester, OH 45069

Julie D. Whetstone or Current Occupant PO Box 312 Millersport, OH 43047

State of Ohio c/o Ohio Department of Natural Resources Or Current Occupant 2045 Morse Rd., C-3 Columbus, OH 43229-6693 Lester Ray and Virginia Maryland Keller, Trustees or Current Occupant 13905 Cherry Lane NW Millersport, OH 43046

Erika J. Pontious or Current Occupant 1575 Blacklick-Eastern Road NE Millersport, OH 43046

RECEIVED

APR 28 2025

Fairfield County Commissioners

NOTICE OF FILING OF AMENDMENT TO PETITION FOR ANNEXATION

To: Susan Ramsey Fiscal Officer of the Village of Millersport 2245 Refugee Street Millersport, Ohio 43046

Re: Amendment to annexation petition of 496.232 +/- acres in Walnut Township, Fairfield County, Ohio to the Village of Millersport, Ohio.

Notice is hereby given that an amendment to the above-referenced petition was filed with the Board of County Commissioners of Fairfield County, Ohio, on the 24^{44} day of April, 2025. Attached hereto for your records is a copy of the amendment.

Date: April 25, 2025

Jill S. Tangeman, Agent for Petitioners 52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-5608

Received by Village of Millersport this *S* day of *APRIL*, 2025.

Signature: <u>Busan A. Ramsey</u> Name: <u>Susan A. Ramsey</u>

RECEIVED

APR 28 2025

Fairfield County Commission

NOTICE OF FILING AMENDMENT TO PETITION FOR ANNEXATION

To: Fiscal Officer of the Board of Township Trustees of Walnut Township 11420 Millersport Road NE Millersport, OH 43046

Re: Amendment to annexation petition of 496.232 +/- acres in Walnut Township, Fairfield County, Ohio to the Village of Millersport, Ohio.

Notice is hereby given that an amendment to the above-referenced petition was filed with the Board of County Commissioners of Fairfield County, Ohio, on the 24^{-4} day of April, 2025. Attached hereto for your records is a copy of the amendment.

Date: April 25, 2025

Jill S. Tangeman, Agent for Petitioners 52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-5608

Received by Walnut Township this 25 day of April, 2025. Signature: Imy C ample



NOTICE OF FILING OF AMENDMENT TO PETITION FOR ANNEXATION

To: Owners Of Property Adjacent To The Territory Proposed For Annexation Or Adjacent To A Road That Is Adjacent To That Territory And Located Directly Across The Road From That Territory

Re: Amendment to annexation petition of 496.232 +/- acres in Walnut Township, Fairfield County, Ohio to the Village of Millersport, Ohio.

Notice is hereby given that an amendment to the above-referenced petition was filed with the Board of County Commissioners of Fairfield County, Ohio, on the 24^{44} day of April, 2025. Attached hereto for your records is a copy of the amendment.

Date: April 25, 2025

. .

Jill S. Tangeman/Agent for Petitioners 52 East Gay Street Columbus, Ohio 43215 Telephone: 614-464-5608

RECEIVED

APR 28 2025

Fairfie 1 County Comi_ssiones

Exhibit "A" Proposed Annexation Containing 496.232 +/- Acres

From Walnut Township to the Village of Millersport

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Sections 28 and 29, Township 17, Range 18, being all of that 0.29 acre tract of land (PID: 0460043910) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 448, being all out of that 469.31 acre tract of land (PID: 0460043900, 0460044700 and 0460044900) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 451, out of that 1.16 and 0.06 acre tracts of land (PID: 0460044000 and 0460044800) as conveyed to Licking Fairfield Corporation, of record in Deed Book 554, Page 451, out of that 1.16 on 0.06 acre tracts of land (PID: 0460044000 and 0460044800) as conveyed to Sherrie L. Hustead, of record in Official Record 1496, Page 2318, out of that 0.46 acre tract of land (PID: 0460046100) as conveyed to Parick Lee and McKenna Lee, of record in Official Record 1719, Page 2373, and out of that 18.494 acre tract of land (PID:), as conveyed to Licking Fairfield Corporation, of record in Deed Book 562, Page 54, and out of that original 30.84 acre tract of land (PID: 0460045231) as conveyed to Licking Fairfield Corporation, of record in Deed Book 560, Page 741 all document references are to the records the Recorder's Office of Fairfield County, Ohio, and being more particularly described as follows:

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Thence South 3°31'29" West, with the westerly line of said 139.556 acre tract and with the westerly line of a tract of land as conveyed to State of Ohio, Parcel ID number 0460044246, a distance of 1,563.78 feet to the southwesterly corner of a State of Ohio tract;

Thence with the southerly line of said State of Ohio tract the following courses:

South 37°56'09" East, a distance of 1,088.72 feet to a point;

South 33°38'34"E., a distance of 376.02 feet to a point;

South 64°32'03" East, a distance of 76.57 feet to a point in the westerly line of a tract of land as conveyed to Eichhorn Investments, LLC, of record in Instrument Number 202500001353;

Thence South 5°15'52" West, with the westerly line of said Eichorn investments, LLC tract, a distance of 554.00 feet to the southwesterly corner thereof and being a point in the northerly line of said 0.29 acre tract;

Thence South 86°22'19" East, with the northerly line of said 0.29 acre tract, a distance of 1,050.03 feet to a point;

Thence South 3°40'54" West, with the easterly line of said 0.29 acre tract, a distance of 12.00 feet to a point in the existing Village of Millersport Corporation Line and being a point in the northerly line of a 1.96 acre tract of land as conveyed to Sean T. Lehmann, of record in Instrument Number 201600005204;

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Thence with said northerly right of way line the following courses:

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APR 2 4 2025

North 86°24'29" West, a distance of 410.27 feet to a point;

APR 28 2025





200

764655 Buckeye Lake Annexation

North 86*25'20" West, a distance of 3,609.27 feet to a point in the easterly line of a 36.648 acre tract of land as conveyed to Licking Fairfield Corporation, of record in Instrument Number 202400017210;

Thence North 3°51'32" East, with the easterly line of said 36.648 acre tract, a distance of 992.96 feet to a point;

Thence North 3°52'20" East, continuing with the easterly line of said 36.648 acre tract, with the easterly line of a 6.754 acre tract of land as conveyed to John W. Evans, of record Official Record 1739, Page 387, and with the easterly line of a 8.441 acre tract of land as conveyed to Licking Fairfield Corporation, of record in said Instrument Number 202400017210, a distance of 1,534.65 feet to the northeasterly corner thereof;

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Thence with said easterly right of way line the following courses:

73 4

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With a curve to the right having a radius of 2836.60 feet, a central angle of 3°31'00", an arc length of 174.10 feet and a chord bearing North 20°41'11" East, 174.08 feet to a point of tangency;

North 22°26'41" East, a distance of 377.35 feet to a point of curvature;

With a curve to the right having a radius of 2833.63 feet, a central angle of 4°00'00", an arc length of 197.82 feet and a chord bearing North 24°26'41" East, 197.78 feet to a point of tangency;

North 26°26'41" East, a distance of 362.66 feet to a point of curvature;

North 24°29'41" East, a distance of 772.71 feet to a point of curvature;

With a curve to the right having a radius of 543.04 feet, a central angle of 13°09'00", an arc length of 124.63 feet and a chord bearing North 31°04'11" East, 124.36 feet to a point of tangency;

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With a curve to the right having a radius of 1880.90 feet, a central angle of 3°43'00", an arc length of 122.01 feet and a chord bearing North 39°30'11" East, 121.99 feet to a point of tangency;

North 41°21'41" East, a distance of 47.85 feet to a point of curvature;

With a curve to the right having a radius of 2835.24 feet, a central angle of 3°05'27", an arc length of 152.95 feet and a chord bearing North 42°54'24" East, 152.93 feet to a point in the southerly line of a 3.118 acre tract of land as conveyed to Nelson L. Keller Sr. and Mary Kathryn Keller, of record in Official Record 1543, Page 21;

Thence South 86°27'57" East, with the southerly line of said 3.118 acre tract and with the southerly line of said 104.084 acre tract, a distance of 1,689.66 feet to a point;

Thence South 86°26'47" East, with the southerly line of said 104.084 acre tract, a distance of 1,440.58 feet to the **POINT OF BEGINNING** containing **496.232** +/- acres, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the 0.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property.

The above annexation contains 3678.78+/- lineal feet that is contiguous with the Existing Corporation Line of the Village of Millersport, with a total perimeter of 21757.61 +/- lineal feet to be annexed to Village of Millersport, that being 16.91% of the perimeter length that is contiguous to the Existing Corporation Line of the Village of Millersport.



CESO Inc.

Matthew J. Ackroyd, PS Registered Surveyor No. 8897

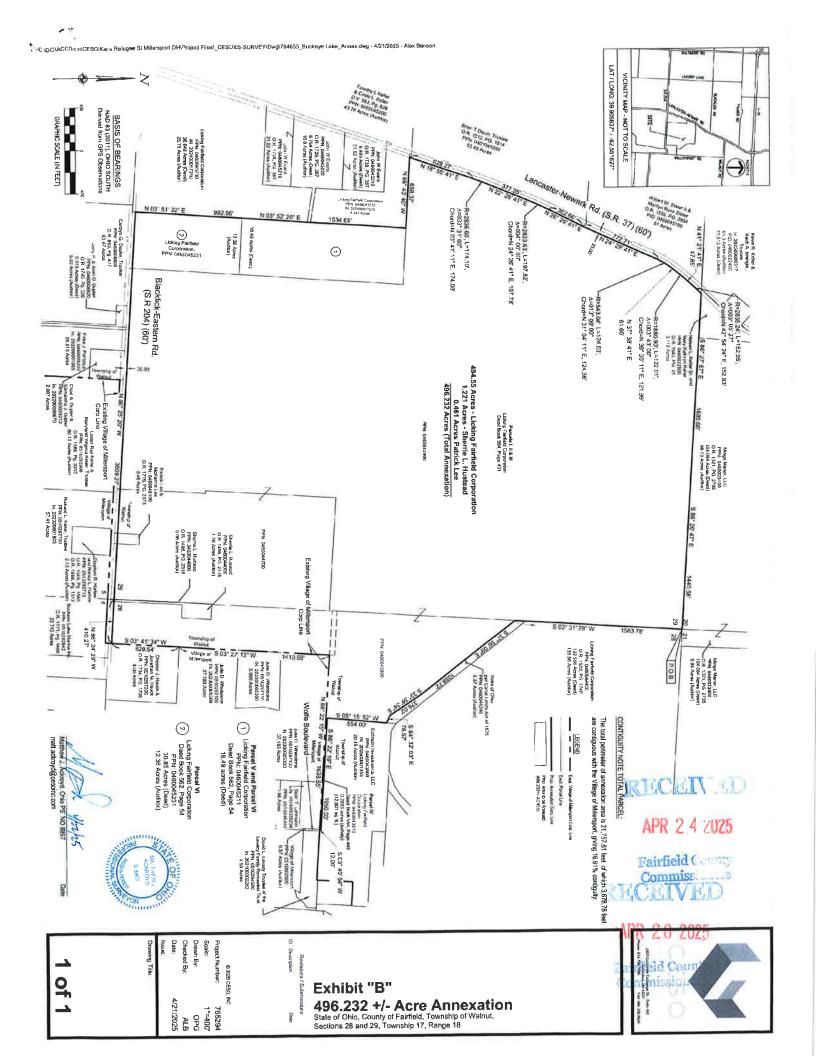
764655-Buckeye Lake Annexation

Fairfield Count

RECEIVED

APR 2 4 2025

Commissioners



From:	Burgei, David J	
To:	easeedorf@vorys.com	
Cc:	<u>Menningen, Rochelle M; jstangeman@vorys.com; Brown, Carri; Truax Jr, Curtis L; Harper, Joshua R</u>	
Subject:	RE: [E] Revised Annexation Legal Description and Map - Annexation of 496.232 acres from Walnut Township to Village of Millersport	
Date:	Thursday, April 24, 2025 1:30:17 PM	
Attachments:	image002.png	
	image003.png	
	image004.png	
	image005.png	
	image006.png	
	image007.png	
	image008.png	
	image009.png	
	image010.png	
	image011.png	
	image012.png	

Ellizabeth,

Good afternoon. Thank you for the information on the proposed annexation. We have reviewed the revised information, and all our previous comments have been addressed. We have no additional comments for the proposed annexation.

Sincerely,

Dave



From: Menningen, Rochelle M <rochelle.menningen@fairfieldcountyohio.gov>Sent: Wednesday, April 23, 2025 1:27 PMTo: Burgei, David J <david.burgei@fairfieldcountyohio.gov>

Subject: FW: [E] Revised Annexation Legal Description and Map - Annexation of 496.232 acres from Walnut Township to Village of MillersportImportance: High

From: Seedorf, Elizabeth A (Beth) <<u>easeedorf@vorys.com</u>>
Sent: Wednesday, April 23, 2025 1:22 PM
To: realestate@fairfieldcountyohio.gov
Cc: Menningen, Rochelle M <<u>rochelle.menningen@fairfieldcountyohio.gov</u>>; Tangeman, Jill S.
<jstangeman@vorys.com>
Subject: [E] Revised Annexation Legal Description and Map - Annexation of 496.232 acres from
Walnut Township to Village of Millersport
Importance: High

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

Good afternoon,

Please see attached a letter detailing the revisions made to the attached annexation legal description and map for the annexation of 496.232 acres from Walnut Township to Village of Millersport. Please review the revised annexation and legal description and let us know if the same is approved by <u>5:00 PM on April 24, 2025</u>. We need to reserve the revised documents on the required parties by the end of the week.

Rochelle, please make sure this email and the attachments make its way to David J. Burgei for his review and approval. We do not have his email address.

We appreciate your attention to this matter.

Please let me know if you have any questions.

Thank you, Beth Seedorf



Elizabeth A. Seedorf Associate o: 614.464.6363 caseedorf@vorys.com vorys.com From the law offices of Vorys, Sater, Seymour and Pease LLP.

This email has been sent for the sole use of the intended recipient(s), and may contain private, confidential or privileged information. If you are not the intended recipient, please advise the sender by reply email and destroy all copies of this email. Any unauthorized review, use, disclosure or distribution is prohibited.

Signature Page

Resolution No. 2025-05.13.b

A Resolution to Approve the Expedited Type II Annexation of 496.232 +/- Acres from Walnut Township to the Village of Millersport, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for the Petitioners, Elizabeth Seedorf

(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.

2025-05.13.c

A Resolution Authorizing the Approval of Proclamations

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

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

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

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

Prepared by: Rochelle Menningen

Fairfield County Board of Commissioners

A Proclamation Honoring Officers in Fairfield County Who Gave Their Lives in Service of Others

WHEREAS, the brave men and women of law enforcement serve our communities with honor, courage, and dedication, placing their lives at risk each day to protect the safety and well-being of others; and

WHEREAS, we pause to remember and honor those officers who have made the ultimate sacrifice and whose commitment to justice and service will never be forgotten; and

WHEREAS, it is fitting and proper to recognize the contributions of these fallen heroes, to express our gratitude for their service, and to support the families, colleagues, and communities they leave behind; and

WHEREAS, Fairfield County, Ohio, alongside F.O.P. Forest Rose Lodge 50, observes and reflects on the valor and sacrifice of our law enforcement officers.

NOW THEREFORE, the Board of Fairfield County Commissioners does hereby formally declare its respect for all Fairfield County Officers who have died in the line of duty in service to others, and wishes to honor those individuals at the:

May 7, 2025, F.O.P. Forest Rose Lodge 50 Fallen Officer Memorial Service, at the Lancaster, Ohio, Downtown Gazebo

And calls upon all citizens to honor the memory of our fallen officers, to support the members of our law enforcement community, and to reaffirm our shared commitment to justice, peace, and public service.

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 7th day of May in the Year of Our Lord, Two Thousand Twenty-Five.

Jeffrey M. Fix Commissioner

White Ling

Steven A. Davis Commissioner

Commissioner

Fairfield County Board of Commissioners

A Proclamation Honoring Fallen Marine, Corporal David A. Johnston, and the May 22, 2025, Dedication of the **Corporal David A. Johnston Memorial Highway**

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

WHEREAS, Corporal David A. Johnston, of the United States Marine Corps., was the son of Mr. and Mrs. Earl H. Johnston and a 1967 graduate of Pickerington High School in Fairfield County, Ohio; and

WHEREAS, Corporal Johnston served in Vietnam from March 31, 1968, until he was killed in action on March 3, 1969, during Operation Taylor Common in Vietnam; and

WHEREAS, Corporal Johnston was a squad leader for Company M, Third Battalion, Fifth Mariners, First Marine Division, at the time of his death and was posthumously awarded the Bronze Star Medal with Combat "V" for heroism and valor in direct combat; and

WHEREAS, the American Legion Post 283 in Pickerington bears his name in remembrance; and Senate Bill 145, introduced by State Senator Tim Schaffer, named the portion of highway in front of Post 283 the "Corporal David A. Johnston Memorial Highway.

NOW THEREFORE, the Board of Fairfield County Commissioners does hereby formally declare its respect for Corporal David A. Johnston and the May 22, 2025, dedication of the:

Corporal David A. Johnston Memorial Highway

The Board of Commissioners call upon all citizens to honor the memory of fallen marine, Corporal David A. Johnston, and all fallen soldiers of the United States Armed Forces.

> **IN WITNESS WHEREOF,** we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this proclamation on the 13th day of May in the Year of our Lord, Two Thousand and Twenty-Five.

Steven A. Davis

Commissioner

Commissioner

Signature Page

Resolution No. 2025-05.13.c

A Resolution Authorizing the Approval of Proclamations

(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.

2025-05.13.d

A resolution authorizing appropriations from unappropriated into major expense categories for the General Fund# 1001, Fund to Fund Transfer to the Hangar 2023 Capital Projects Fund # 3896, & appropriations from unappropriated into major expense categories for the Hangar 2023 Capital Projects Fund# 3896.

WHEREAS, the Board of Commissioners supports the construction of the new hangars at the Airport; and

WHEREAS, there is a change order of \$111,541.02 to reflect ComCheck, firewall and static grounding and the other building code requirements; and

WHEREAS, additional cash and appropriations are necessary to encumber the purchase order for the project; and

WHEREAS, appropriated from unappropriated in major expense categories will update the 2025 budget; and

WHEREAS, a fund to fund transfer will transfer the additional general fund dollars to the Hangar 2023 Capital Projects Fund.

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

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

\$ 111,541.02 to org# 12100149

Section 2. That the transfer of funds in the amount of \$111,541.02 hereby authorized as follows:

From: 12100149 700000 General Fund transfer To: 12389600 439100 intergovernmental transfers in

Section 3. The Fairfield County Board of Commissioners appropriate from unappropriated into the following major expenditure category for capital outlay:

\$111,541.02 to org# 12389600 capital outlay

For Auditor's Office Use Only:

Section 1.

\$ 111,541.02 12100149 700000

Section 3.

\$111,541.02 12389600 570000

Section 4. Issue an Amended Certificate in the amount \$111,541.02 credit of fund # 3896.

Section 5. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12389600 439100 in the amount of \$111,541.02

Signature Page

Resolution No. 2025-05.13.d

A resolution authorizing appropriations from unappropriated into major expense categories for the General Fund# 1001, Fund to Fund Transfer to the Hangar 2023 Capital Projects Fund # 3896, & appropriations from unappropriated into major expense categories for the Hangar 2023 Capital Projects Fund# 3896.

(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.

2025-05.13.e

A resolution approving an account to account transfer in a major object expense categories for the Facilities Budget, General Fund# 1001.

WHEREAS, appropriations are needed for expenses; and

WHEREAS, account to account transfers will allow proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations in the amount of \$38,500 is hereby authorized as follows:

\$ 31,000	From: To:	contractual services personal services
\$7,500	From: To:	contractual services fringe benefits

A resolution approving an account to account transfer in a major object expense categories for the Facilities Budget, General Fund# 1001.

For Auditor's Office Use Only:

Section 1.

Amo	ount	From:	To:
\$	31,000	12100114 530000 contractual services	12100114 511010 employee salaries
\$	2,000	12100114 530000 contractual services	12100114 521000 health insurance
\$	500	12100114 530000 contractual services	12100114 522000 medicare
\$	5,000	12100114 530000 contractual services	12100114 523000 OPERS

Signature Page

Resolution No. 2025-05.13.e

A resolution approving an account to account transfer in a major object expense categories for the Facilities Budget, General Fund# 1001.

(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.

2025-05.13.f

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – 1001-General

WHEREAS, appropriations are needed to cover expenses for 2025; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

Section 1. That the transfer of appropriations into a major expenditure object category in the amount of \$30,000 is hereby authorized as follows:

From:520 Benefits\$30,000To:530 Contract Service

Prepared by: Beverly Hoskinson – Auditor/Financial Systems Director cc:

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – 1001-General

Total Transfer of Appropriations \$30,000

From: 10100100 – 523000 Health Insurance \$30,000 10100100 - 530000 Contract Services To:

Signature Page

Resolution No. 2025-05.13.f

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – 1001-General Fund

(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.

2025-05.13.g

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

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

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

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

12290800 434000 Charge Code 4160 Grant PT000 \$631.80 12290854 434000 Charge Code 4160A Grant PT000 \$70.20

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

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

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster-Fairfield County Transit

Account: 52676801 550080 Amount: \$ 702.00

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

Fairfield County Transit



745 Lawrence St.	P: 740-581-5086	Email: courtpeyman	in@taittieldcountyoble.gov
Lancaster Chie, 43330	F: 740-681-5088	Website: co.fairfield	iohais/transit/
Bill To: Fairfield County Board of DD	Contact: Beth Seifert	Invoice #:	5125
Address: 795 College Ave	Email: bseifert@fairfielddd.com	Invoice Date:	5/1/2025
Lancaster Ohio, 43130	Contact: Cathy Anderson	Terms:	30 Days
Invoice For: Apr-25	Email: cathy.anderson@fairfielddd.com	Due Date:	5/31/2025

Rides	Description	Qty	Unit Price	Account Code	Price	
39	Individual Rides	39	\$ 18.00	4421	\$	702.00
					3	
					\$	
					3	te a
					\$	-
					8	- 54.4
			100		S	
					8	
					\$	*
					\$	
					Ś	
					ŝ	
Make all chec	ks payable to Fairfield County Transit .			Invoice Subtotal	\$	702.00
	DIT CARDS NOT ACCEPTED			TOTAL	\$	702.00

Anderson, Cathy Jo

From: Sent: To: Cc: Subject: Attachments: Martin, Courtney G Thursday, May 1, 2025 9:57 AM Anderson, Cathy Jo Kennedy, Aaron T April Invoice Board of DD April 2025.xlsx

Good morning,

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

90% will go into Org Code 12290800 Object Code 434000 Charge Code 4160 Grant PT000 (\$637.20) - 0. 20 10% will go into Org Code 12290854 Object Code 434000 Charge Code 4160A Grant PT000(\$70.80) 70. 20

\$ 702.00

Thanks!

Courtney



Memo Expense - Fairfied County Transit

Signature Page

Resolution No. 2025-05.13.g

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

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.h

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

WHEREAS, additional appropriations are needed in the major expenditure object category for fund #2884, Secretary of State (SOS) 2025 Primary Election Funding; and

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

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

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

\$6,256.8951288400Personal Services\$966.7051288400Fringe Benefits

Prepared by: Amy S. McCoy

For Auditor's Office Use Only:

Section 1.

\$6,256.89	51288400	512010	Salary,
\$875.98	51288400	523000	Retirem
\$90.72	51288400	522000	Medicar

Salary, Part-Time Employee Retirement-PERS Medicare

Signature Page

Resolution No. 2025-05.13.h

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding

(Fairfield County Board of Elections)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.i

A Resolution to Approve the Contract with Legal Aid of Southeast and Central Ohio for Legal Aid Services.

WHEREAS, this Contract Agreement has been approved by the Fairfield County Prosecutor, the Fairfield County Clerk of Courts recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with Legal Aid of Southeast and Central Ohio.

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 Contract with Legal Aid of Southeast and Central Ohio for \$200,000.00 over the duration of the two year contract by signing the Contract Agreement and this Resolution for this project to proceed.

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

Prepared by: Britney Lee

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

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

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

K. M. Darwey Executive Director

Company Representative Signature and Title

Kathleen McGarvey, Legal Aid of Southeast and Central Ohio Company Representative Name and Company

04/21/25

Date

ORIGINAL		Carrí L. Brown, phd, mba, cgfm			Purchase Order
•		$\mathcal{C}\mathcal{U}\mathcal{U}\mathcal{U}\mathcal{U}\mathcal{U}\mathcal{U}\mathcal{U}\mathcal{U}\mathcal{U}U$		Fiscal Year 2025	Page: 1 of 1
					PPEAR ON ALL INVOICES, SHIPPING PAPERS.
В	CLERK OF COURTS-LEGAL	Revisions: (· · · · · · · · · · · · · · · · · · ·	Purchase Order #	25004286 - 00
	224 E MAIN STREET LANCASTER, OH 43130			Delivery must be made within	a doors of specified destination.
T O				Expiration Date:	12/15/2025
VENDOR	LEGAL AID OF SOUTHEAST & CENTRAL OHIO 1108 CITY PARK AVE STE 200 COLUMBUS, OH 43206		H	CLERK OF COURTS-LEG 224 E MAIN STREET LANCASTER, OH 43130	AL
v	VENDOR PHONE NUMBER VEND	OR FAX NUMBER	REQUISITION N	UMBER DE	
			4686		
DA	TE ORDERED VENDOR NUMBER	DATE REQUIRED	FREIGHT METHO	D/TERMS DEF	PARTMENT/LOCATION
C	05/05/2025 15689			CLER	K OF COURTS-LEGAL
		NOTES	3		
	quisitioner Name : Britney Lee Address : <u>britney.lee@fairfieldcountyohio.gov</u>				

ITEM #	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	CONTRACT SERVICES		1.0	EACH	\$50,000.00	\$50,000.00
	GL Account: 11100100 - 530000	\$50,000.00				
	GL SUMMARY					
-	11100100 - 530000	\$50,000.00				

Invoice Date / / /	Invoice Amount \$	To Be paid//_	Warrant #
COUNTY AUDITOR'S CERTIFICATE			
expenditure, for the above, has been	\$50,000.00 required to meet the contract, a hawfully appropriated, authorized or directed ollection to the credit of the submitted Fun	d for such purpose and is in the	
Date: 05/05/2025	COUL BIS Auditor Fairfield County	ww	e Order Total \$50.000.00

For Deparment Use ONLY

ROUTING FORM FOR CONTRACTS

be	
-12	Rouden Neyer Fairfield County Clerk of Courts
Sign	ed this 24 day of APRIL , 2025.
	5. 🗹 Executed Ohio Law Acknowledgment Form (ORC 307.901)
	 Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
	Search" on http://ffr.ohioauditor.gov/) 3. Obtained 3 quotes for purchases upder \$77,250,00 (as applicable)
	2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified
	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 Off
н.	Compliance with Fairfield County Board of Commissioners Procurement Guidelines
G.	Agreement not subject to Sections A-F (explain):
	authority or explain why matter is exempt from competitive bidding)
	7. Other: (cite to
	 Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source)
	4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
	2. State Term #: (copy of State Term Contract must be attached) 3. ODOT Term #: (See R.C. 5513.01)
	1. Under \$77,250.00
F.	The subject matter was exempt from competitive selection for the following reason(s):
E.	County Road Improvement/Construction - competitively selected pursuant to R.C. 5555.61
	Qualifications process pursuant to R.C. 153.65-153.72
D.	Architect/Engineer design services for public improvements – selected through the Request for
C.	Public Improvement contracts – competitively selected pursuant to R.C. 153.08-153.12
B.	Goods and/or Services in excess of \$77,250.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
A.	Goods and/or Services in excess of \$77,250.00 – competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
	nty has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and th licable sections as outlined on this form, by selecting the applicable boxes below.

are certifying you have addressed County, statutory, and grant requirements.*

Purchase of Services Agreement Fairfield County, Ohio, and Legal Aid of Southeast and Central Ohio

This agreement is made and entered into on April 16th, 2025, by and between the Fairfield County Board of Commissioners and Legal Aid of Southeast and Central Ohio, referred to as LASCO.

Purpose of Contract: Subject to terms and conditions set forth in this contract, the Fairfield County Board of Commissioners agrees to purchase from, and LASCO, the contractor, agrees to furnish to the Fairfield County Board of Commissioners legal services benefiting the citizens of Fairfield County.

1. Services Furnished: LASCO will provide **onsite** legal consultation services to income eligible Fairfield County citizens for 24 hours per week over four days a week. The Legal Help Center will be physically located at the Fairfield County Court of Common Pleas, and LASCO agrees to staff it 24 hours per week unless the LASCO offices are otherwise closed. LASCO will provide the Court advance notice, when possible. If either group is interested in shifting the number of on-site hours in the future, a meeting will be held to discuss an agreeable change. The amount of funding will remain consistent.

LASCO Legal Help Center services shall include:

- a) A LASCO representative "on call" to assist self-represented litigants in the areas of domestic relations actions, record sealing, and other civil cases as referred by the Fairfield County Common Pleas Court
- LASCO may provide legal information, specifically tailored legal advice, assistance in completing forms and in some instances extended legal representation to individuals identified through the consultations.

In addition to the 24 hours per week onsite at the LASCO Legal Help Center, LASCO will work on the improvement and creation of forms, templates, and resources for self-represented litigants. LASCO attorneys will follow-up appropriately with extended service clients and will consult with each other to ensure a high-quality service delivery model. There will also be administrative preparation and follow-up for clients who pre-register to meet with an attorney.

2. Contract Period: This contract shall be effective from June 1, 2025 through May 31, 2027, for a period of two years. Both parties will meet regularly to discuss any necessary changes and renewal opportunities.

3. Payment Rendered: In consideration of the services provided by LASCO outlined above, the Fairfield County Board of Commissioners will pay LASCO an amount of \$100,000 per

year, for a total of \$200,000 over the duration of the Contract Period. Payments will be made in quarterly installments of \$25,000.

4. Invoicing: The contractor will email a quarterly report and invoice to Branden Meyer at Branden.Meyer@FairfieldCountyOhio.gov. Payment will be made after a review of the invoice, and if the invoice is accurate, payment will be made within thirty (30) days after receipt of invoice.

5. *Termination:* This Agreement may be amended only by the express, written agreement of both parties. This Agreement may be terminated in advance of its specified term by either the Fairfield County Board of Commissioners or LASCO, 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 the Fairfield County Board of Commissioners shall be sent or hand delivered to the Fairfield County Clerk of Courts at 224 East Main Street, Lancaster, Ohio 43130. If terminated, any prepaid amount for services not yet provided will be returned to the Fairfield County Board of Commissioners.

6. Conflict of Interest: LASCO 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.

The Fairfield County Board of Commissioners acknowledges that LASCO staff are also bound by the rules of professional conduct. As a result, they may, at times, be required to decline the representation of certain individuals due to conflicts of interest arising from current or prior client relationships.

7. Confidentiality: LASCO agrees that the use or disclosure of personal identification information concerning clients for any purpose not directly related to the administration of this contract is prohibited unless expressly allowed by the client being served.

8. Data Collection: LASCO agrees to maintain data relevant to the services provided to Fairfield County citizens. Specific data collection measures will be mutually agreed upon by LASCO and the Fairfield County Clerk of Courts. LASCO agrees to compile and report this information to the Fairfield County Clerk of Courts on a <u>quarterly</u> basis throughout the duration of the Contract Period.

9. Evaluation and Monitoring: LASCO will connect with the Fairfield County Clerk of Courts regularly to review data and evaluate services. If there are concerns about the services provided, those concerns will be brought to the attention of the LASCO representative who will work in concert with the Fairfield County Clerk of Courts to resolve issues moving forward.

10. *Civil Rights:* LASCO agrees that there shall be no discrimination against any client 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.

11. Compliance Requirements: LASCO shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations.

12. Retention of Records: LASCO shall retain and make available for all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County for three years. LASCO will not provide records that are protected by Attorney Client Privilege.

13. Equal Employment Opportunity: The provider shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.

14. 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.

15. *Amendment:* This Agreement may be amended only by the express, written agreement of all parties, IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.

Fairfield County Commissioners	Date
Brauden Meyer	4/17/2025
Branden C. Meyer, Fairfield County Clerk of Courts	Date
X. M. Darvey	04/16/2025

Kathleen McGarvey, Executive Director, Legal Aid of Southeast and Central Ohio Date

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

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

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

K. M. Darwey Executive Director Company Representative Signature and Title

Kathleen McGarvey, Legal Aid of Southeast and Central Ohio

Company Representative Name and Company

04/21/25

Date

Signature Page

Resolution No. 2025-05.13.i

A Resolution to Approve the Contract with Legal Aid of Southeast and Central Ohio for Legal Aid Services.

(Fairfield County Clerk of Courts- Legal Division)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.j

A resolution to approve the Area 20/21 WIOA Subgrant Agreement.

WHEREAS, the Board of County Commissioners Economic and Workforce Development Department is the administrative and fiscal agent for the Area 20/21 Workforce Development Board (WDB) responsible for the Workforce Innovation and Opportunity Act ("WIOA"); and

WHEREAS, Fairfield County, as the administrative and fiscal agent, needs to approve the Subgrant Agreement between the Ohio Department of Job and Family Services (ODJFS) and the Area 20 WDB,

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 approve the attached agreement regarding WIOA Area 20 Subgrant Agreement.

Prepared by: Angel Conrad

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES LOCAL WORKFORCE DEVELOPMENT SYSTEM SUBGRANT AGREEMENT

G-2627-15-0017

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and representatives of Local Workforce Area 20 is hereby created pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC) and Section 5101.20 of the Ohio Revised Code (ORC). This Agreement will define the parties' roles and responsibilities with respect to the funds allocated by ODJFS to the local workforce area for the administration of employment and training programs and workforce development activities.

Local Workforce Area representatives that are parties to this Agreement include:

Chief Elected Officials (SUBGRANTEE) of the local workforce area: Fairfield, Hocking, Pickaway, Ross and Vinton County Boards of Commissioners Local Workforce Development Board (LWDB): South Central Ohio Workforce Partnership

Fiscal Agent (AGENT): Fairfield County Economic and Workforce Development

AGENT's SAM UEI is: MAM8KFZZ4UL5

For purposes of this Agreement, ODJFS is the "pass-through entity," funds provided hereunder are "Subgrant" funds, and SUBGRANTEE is the "subrecipient" as those terms are defined in the United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular," Title 2, Part 200 of the Code of Federal Regulations (CFR), and the corresponding United States Department of Labor (DOL) regulations in 2 CFR 2900.

SUBGRANTEE is the party identified in Section 107(d)(12)(B)(i)(II) of WIOA as the entity accountable for the funds allocated under WIOA Sections 128 and 133 and this Agreement. In addition to other responsibilities specified herein, SUBGRANTEE, LWDB, and AGENT must ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with delivery of workforce development programs, services, and activities in the local workforce area.

This Subgrant Agreement is applicable to all funds allocated to the Local Workforce Area for the operation of the local workforce development system and for workforce development employment and training program services, including WIOA Title I programs, Reemployment Services and Eligibility Assessments (RESEA), and the Comprehensive Case Management and Employment Program (CCMEP). Expenditures of Temporary Assistance for Needy Families (TANF) funds authorized by the Department of Health and Human Services allocated to the local workforce area for CCMEP services are also authorized under this Agreement, as are funds allocated for ODJFS' share of costs under the Local WIOA Memorandum of Understanding. This Agreement will authorize expenditures of any remaining funds allocated under the prior WIOA subgrant agreement provided that the federal period of performance and the local award period have not expired.

The federal CFDA/Assistance Listing numbers and federal authorities for the funds authorized under this Agreement are listed in the table below. ODJFS receives allotments of the of funds authorized under this Agreement at different times throughout each state fiscal year (SFY), therefore the federal award information for each funding source is not available at that time this Agreement is executed and cannot be listed in this Agreement.

As ODJFS receives and allocates funds, the grant award numbers, federal fiscal years, and program years for each award will be included in Budget Notices issued by the ODJFS Office of Fiscal and Monitoring Services, Bureau of County Finance and Technical Assistance and in allocation memoranda issued by the ODJFS Office of Workforce Development (OWD). Terms, conditions, and programmatic requirements specific to a particular grant authorized hereunder are included in policies and guidance and may also be included in allocation memoranda. The Subgrant funds awarded hereunder are not for research and development purposes.

CFDA Number (Catalog of Federal Domestic Assistance)/Assistance Listing	Award Title	Authority
17.207	Employment Service/Wagner-Peyser	Wagner-Peyser Act of 1933
17.245	Trade Adjustment Assistance	Trade Act of 1974, as amended, (19 USC 2271-2322)
17.258	WIOA Adult Program	WIOA Section 136(b)
17.259	WIOA Youth Activities	WIOA Section 136(a)
17.277	WIOA National Dislocated Worker Grants	WIOA Section 170(b)(1)
17.278	WIOA Dislocated Workers	WIOA Section 136(c)
17.225	Reemployment Services and Eligibility Assessments (RESEA	Section 306 of the Social Security Act (42 USC 506)
17.804	Jobs for Veterans Act grants	Jobs for Veterans Act; 38 USC 4104 and 38 USC 4215
93.558	TANF	Title IV-A of the Social Security Act (42 USC 602)

DEFINITIONS:

All definitions will be consistent with applicable federal and state laws and rules, which include, but are not limited to, those cited within the definitions and in Article I, Section B of this Agreement.

- A. **Chief Elected Officials:** When used in reference to a Local Workforce Area, is the chief elected executive officers of the units of general local government in a local workforce area.
- B. Comprehensive Case Management and Employment Program (CCMEP) Statewide initiative to improve employment and educational outcomes for low-income youth and young adults through the aligned delivery of WIOA Youth and TANF programs. Participating local workforce development boards, WIOA Youth providers, and county departments of job and family services (CDJFSs) collaborate to implement CCMEP strategies.
- C. **Fiscal Agent (AGENT):** An entity appointed by a Local Workforce Area's chief elected officials to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the local workforce area. WIOA Section 107(d)(12)(B)(i)(II) maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.
- D. Infrastructure Costs: Per WIOA Section 121(h)(4), are the nonpersonnel costs necessary for the general operation of an OhioMeansJobs (aka "One-Stop") center to be shared by the LWDB and local partners per the Local Workforce Area Memorandum of Understanding. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
- E. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- F. **Local Workforce Area Memorandum of Understanding (MOU):** Required under section 121(c) of WIOA, it is an agreement negotiated and entered into by the local WDB and local partners in agreement with the Chief Elected Officials in a local workforce area. The MOU describes how the parties will provide services and share costs related to the operation of the local workforce development system.
- G. **Local Partners:** The entities referred to in WIOA Section 121(b) as "Required" and "Additional" partners that carry out workforce programs and activities through a local workforce development system.
- H. Local WIOA Plan: The local workforce development plan created by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes: the local workforce development system and the programs and services delivered through it; an analysis of the workforce in the local workforce area and the workforce needs; and the strategies to align service delivery among core programs in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.

- Local Workforce Development Board (LWDB): The board established by chief elected officials per WIOA Section 107 to set policy and to be responsible for administration and oversight of the local workforce development system in collaboration with local workforce partners and stakeholders.
- J. Local Workforce Development System: The system established in accordance with WIOA Section 121 through which WIOA and other employment and training program services are made available to job seekers and employers in a local workforce area.
- K. National Dislocated Worker Grants (NDWGs): Per WIOA Section 170, and DOL Training and Employment Guidance Letter (TEGL) 09-04, NDWGs are time-limited discretionary awards to address major economic dislocations or other events that exceed the capacity of existing formula funds and other relevant resources. There are two types of NDWGs:
 - 1. Employment Recovery NDWG: Provides resources to states and other eligible applicants to respond to major economic dislocations, such as large, unexpected layoff events that cause significant job losses.
 - 2. Disaster Recovery NDWG: Creates temporary employment for eligible individuals to assist with cleanup, recovery, and humanitarian efforts in areas impacted by an emergency or disaster, including health emergencies, declared eligible for public assistance by the Federal Emergency Management Agency (FEMA) or declared in writing to be a situation of national significance by a federal agency with authority or jurisdiction over the response to the event.
- L. **OhioMeansJobs Center:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA and are co-branded as "American Job Centers (AJCs)".
- M. **Planning Region:** Geographic region of the state that may include one or more local workforce areas and in which workforce development activities and resources will be coordinated to more effectively serve individuals and employers and promote economic growth.
- N. Reemployment Services and Eligibility Assessment (RESEA): A federal grant program designed to allow states to provide intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. Program authorized under Section 306 of the Social Security Act (42 USC 506) to serve Unemployment Insurance Claimants deemed unlikely to return to work.
- O. **Regional Plan:** A four-year action plan, developed by the LWDBs and chief elected officials in a planning region, that will serve to develop, align, and integrate the region and local area's job driven workforce development systems, and provides the platform to achieve the local area's visions and strategic and operational goals.
- P. **State Infrastructure Funding Mechanism** Per WIOA Section 121(h), if the LWDB and chief elected officials fail to reach a consensus with local required partners on how infrastructure costs will be shared, the State must determine each partner's proportionate share of infrastructure costs.
- Q. State WIOA Plan: The combined state workforce plan developed in accordance with WIOA Section 103, and approved by DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- R. **State TANF Plan:** The current *Temporary Assistance for Needy Families (TANF) Program State Title IV-A Plan* developed pursuant to 42 USC 602 and approved by HHS that describes Ohio's TANF programs and services and outlines service delivery for those programs and services in accordance with TANF requirements.
- S. **State Workforce Development Board:** The Ohio Governor's Executive Workforce Board, established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.
- T. **Subgrantee:** local workforce area chief elected officials. For purposes of this Agreement, "subgrantee" has the same meaning as "grantee" as defined in ORC Section 5101.20(A)(3) and "grant recipient" as defined in WIOA Section 107(d)(12)(B).

- U. **Temporary Assistance for Needy Families (TANF):** Programs authorized under Title IV-A of the Social Security Act and regulated under 45 CFR Part 260 that provide benefits and services designed to meet 1 of the 4 TANF purposes identified in 45 CFR 260.20 to eligible individuals.
- V. **Workforce Development Activity:** As defined in WIOA Section 3 and ORC 6301.01, a program, grant, or other function with the primary goal to achieve 1 or more of the following:
 - 1. Help individuals maximize employment opportunities;
 - 2. Help employers gain access to skilled workers;
 - 3. Help employers retain skilled workers;
 - 4. Help develop or enhance the skills of incumbent workers;
 - 5. Improve the quality of the state's workforce;
 - 6. Enhance the productivity and competitiveness of the state's economy.
- W. Workforce Innovation and Opportunity Act (WIOA): Enacted in July 2014 to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers. 29 USC Chapter 32.
- X. Workforce Innovation and Opportunity Act Policy Letters (WIOAPLs): ODJFS' interpretation of WIOA rules and regulations as they pertain to local workforce areas and other ODJFS policies applicable to employment and training services funded under this Agreement.
- Y. **Terms Relevant to Federal Audits and Cost Principles:** For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," "termination" "auditee," "auditor," "audit finding," "CFDA number," "federal award," "federal program," "internal control," "management decision," "non-profit organization," "pass-through entity," and "single audit," have the same meanings as 2 CFR Part 200, Subpart A.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Subgrant funds authorized under this Agreement.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that funds provided under this Agreement are expended for employment and training programs and related workforce development activities in accordance with terms of this Agreement and with all applicable federal, state, and ODJFS requirements and restrictions—including, but not limited to:
 - 1. The federal laws that authorize the expenditure of funds for each program administered by the local workforce area under this Agreement.
 - 2. WIOA (29 USC Chapter 32) and all corresponding federal regulations in CFR Title 20.
 - 3. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, aka "OMB Omni-Circular" (2 CFR Part 200) and the corresponding DOL regulations (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
 - 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
 - 5. The Local WIOA Plan, the Regional WIOA Plan, and the State WIOA Plan.
 - 6. The applicable sections of ORC Chapters 307, 5101 and 6301.
 - 7. As applicable, the approved State TANF Plan developed pursuant to 42 USC 602.

- 8. The applicable terms and conditions of each federal grant award—including any amendments.
- 9. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
- 10. As applicable, Executive Orders issued by the President of the United States or by the Ohio Governor.
- 11. DOL and HHS Guidance Letters.
- 12. ODJFS Policies, Guidance Letters, and Procedure Manuals.
- 13. DOL-approved statutory waivers for WIOA funds.
- 14. The applicable provisions of the current appropriations act.
- 15. Approved performance measures and negotiated standards.
- 16. Terms, conditions, and instructions included in allocation memoranda.
- 17. The Local Workforce Area MOU.
- 18. Any instructions or requests from ODJFS per Section C, below.
- C. Agreement Management
 - 1. Scott France, or his successor is the ODJFS Agreement Manager for purposes of financial management of funds authorized under this Agreement.
 - 2. ODJFS will identify the Office of Workforce Development (OWD) project or program managers who are responsible for oversight of the programs and projects funded under this Agreement, including, but not limited to: CCMEP, RESEA, NDWGs, and initiatives funded with the statewide portion of WIOA funds. These individuals will fill the role of Agreement Manager for the programs or projects assigned to them.
 - 3. ODJFS Agreement manager(s) may periodically communicate specific requests and instructions for activities authorized under this Agreement. SUBGRANTEE, LWDB, and AGENT will comply with any instructions or requests to the satisfaction of ODJFS within 10 days after receipt of the instructions or requests. All parties expressly understand that any instructions are strictly to ensure successful outcomes for the programs, projects, and related activities authorized herein and are not intended to amend or alter this Agreement or any part thereof. SUBGRANTEE, LWDB, or AGENT will promptly notify the appropriate ODJFS Agreement Manager per Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement. When or if such communication is received by the ODJFS Agreement Manager, if appropriate, the ODJFS Agreement Manager will initiate an amendment allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. SUBGRANTEE, LWDB, and AGENT agree to consult with the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.
- D. Expenditure of Public Funds for Offshore Services
 - 1. Pursuant to Governor's Executive Order 2022-02D Governing the State of Ohio's Response to Russia's Unjust War on the Country of Ukraine, SUBGRANTEE, LWDB, and AGENT must ensure that no subcontractors or subgrantees that will be paid with funds provided from ODJFS under this Agreement:
 - Complete any work outside of the United States; and
 - No data from programs or activities funded under this Agreement will be stored outside of the United States. Further, SUBGRANTEE, LWDB, and AGENT must ensure that no goods or services purchased with funds authorized hereunder support Russian institutions or companies.

- 2. SUBGRANTEE, LWDB, and AGENT must require written assurances from all subcontractors and subgrantees-that no work will be performed outside of the United States, no data will be stored outside of the United States, and no purchases will support Russian institutions or businesses.
- 3. SUBGRANTEE, LWDB, and AGENT understand and agree to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE, LWDB, AGENT, or any of their subcontractors under this Agreement, and ensure that no services shall be changed or shifted to a location outside of the United States.
- 4. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE, LWDB, AGENT, or any of their subcontractors or subgrantees performed outside of the United States or in any way violate the Governor's Executive Order 2022-02D. Any such violation will be treated as a material breach of this Agreement. SUBGRANTEE, LWDB, and AGENT shall immediately return all funds paid for those services to ODJFS. In addition, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE, LWDB, and AGENT.
- E. SUBGRANTEE, LWDB, and AGENT expressly understand that any information that documents performance of a partner program (e.g., participant counts, placement rates, expenditures) and is intended for public distribution must be reviewed and authorized by the partner entity prior to publication or distribution. This restriction is applicable to information distributed via any communication medium—including annual reports, press releases, news articles, public web pages, and social media.
- F. This Agreement authorizes local workforce area expenditure and use of all NDWG funds subawarded to the local workforce area. All parties agree to collaborate with all federal, state, and local agencies as needed to gather all information needed for a federal grant application and throughout the award period. Further, all parties agree to comply with the applicable provisions of WIOA Section 170, 20 CFR Part 687, and all applicable DOL TEGLs.

ARTICLE II. ODJFS RESPONSIBILITIES

ODJFS will:

- A. Allocate or issue funding under this Agreement in accordance with the terms and conditions herein and with the applicable provisions of WIOA and other programs funded under this Agreement.
- B. Certify LWDB every two years, provided that LWDB continues to meet the criteria established by ODJFS in accordance with WIOA Section 107(b) and Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 15-17.1.
- C. Review the State WIOA Plan every two years and revise as necessary in accordance with WIOA Section 102. Upon DOL approval, ODJFS will make the revisions available to SUBGRANTEE and LWDB for use in the review of the Local WIOA Plan per WIOA Section 108.
- D. Develop state adjusted performance accountability measures and support negotiations with local workforce area representatives to develop adjusted local performance accountability measures per WIOA Section 116, 20 CFR Part 677, and WIOAPL 17-02.
- E. Monitor SUBGRANTEE, LWDB, and AGENT activities and expenditures under this Agreement to ensure compliance with WIOA Section 184, Wagner-Peyser, the OMB Omni-Circular (2 CFR Part 200), the terms and conditions of the federal awards, state and local performance accountability standards, the nondiscrimination provisions of WIOA Section 188, and all other applicable state and federal laws, requirements, and restrictions as described in Article I of this Agreement.
- F. If necessary, take action against SUBGRANTEE, LWDB, and AGENT pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01 for noncompliance with federal or state requirements or restrictions as described in Article I. Any such ODJFS action will be taken in accordance with WIOA Section 184(b), WIOA Section 116(g) with respect to performance accountability standards, and ORC 5101.241 with respect to both performance and expenditures. ODJFS will provide the appropriate written notice to the county auditor(s), SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE may request an administrative review of a proposed action. The request must be submitted in accordance with Section D of ORC 5101.241.

G. If necessary, implement the State Infrastructure Funding Mechanism in accordance with WIOA Section 121(h), 20 CFR 678.731, and WIOAPL 16-06.

ARTICLE III. SUBGRANTEE RESPONSIBILITIES

With respect to WIOA and the local workforce development system, SUBGRANTEE responsibilities include, but are not limited to:

- A. Intergovernmental Agreements Per 20 CFR 683.710 679.310, if the local workforce area includes more than 1 unit of government, the chief elected officials of each local jurisdiction must execute an agreement that specifies the distribution of liability for funding provided hereunder and meets the requirements of WIOAPL 15-18.1. Such an agreement must not remove liability from 1 chief elected official and place it on another. WIOA Section 107(d)(12)(B)(i) specifies that only the agreement of the Governor to assume liability in place of a chief elected official will relieve a chief elected official from liability for WIOA funds.
- B. **Local Workforce Development Board -** With respect to the LWDB, SUBGRANTEE must:
 - 1. Establish by-laws in accordance with 20 CFR 679.310 for local workforce development board membership, participation, administration, and function.
 - 2. Appoint LWDB members in accordance with WIOA Section 107, state criteria, and the local by-laws. Once appointed, follow the process to obtain certification from the Ohio Governor or the Governor's designee.
 - 3. Ensure that the LWDB enters good faith negotiations with local partners to execute a Local Workforce Area MOU in accordance with WIOA Section 121 and with WIOAPL 16-11.1.
- C. Local WIOA Plan Work in partnership with the LWDB to develop, and every two years review, a local WIOA plan consistent with the State WIOA Plan, WIOA Section 108 requirements, 20 CFR 679.550, and WIOAPL 16-03.
- D. Local Performance Accountability Measures In collaboration with LWDB, negotiate and review every two years, local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA section 116(c), 20 CFR 677, WIOAPL 17-02, and the state adjusted levels of performance listed in the State WIOA Plan. Local performance measures will be included in the local WIOA plan.
- E. Regional Plan In partnership with LWDB, collaborate with the chief elected officials and LWDB members of other local workforce areas in SUBGRANTEE's planning region to develop a Regional Plan and to execute a regional planning agreement in accordance with WIOA Section 106(c), 20 CFR 679.510 20 CFR 679.540, and WIOAPL 16-03.
- F. SUBGRANTEE will ensure that any individual identified as an official representative of the local workforce area with the ability to bind SUBGRANTEE through contracts and other agreements for workforce development activities or related purposes has been authorized to do so by an official act of SUBGRANTEE, such as a resolution, motion, or similar action.
- G. SUBGRANTEE will ensure the prompt reimbursement of funds due to ODJFS, pursuant to ORC 5101.241(C), for payment to any entity as a result of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation (FFP), or other sanction or penalty for which SUBGRANTEE, its subrecipients, contractors and/or vendors are responsible.
- H. SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty by ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law.
- I. SUBGRANTEE will ensure the bonding of every officer, director, agent, or employee authorized to receive or deposit funds provided hereunder or to issue financial documents, checks, or other instruments of payment for workforce development activities funded hereunder to provide adequate protection against loss per OAC 5101:9-31-01.

ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) RESPONSIBILITIES

- A. As applicable, per WIOA Section 107 and 20 CFR 679.370, LWDB will:
 - 1. In collaboration with SUBGRANTEE, develop, and every two years review, the Local WIOA Plan, which must be consistent with the State WIOA Plan, and WIOA Section 108 requirements. If the local workforce area is part of a planning region, LWDB will work in partnership with SUBGRANTEE and other local workforce development boards and chief elected officials in the planning region to renew the Regional Plan and regional planning agreement in accordance with WIOA Section 106(c). Both regional and local plans are subject to 20 CFR 679 Subpart Dand WIOAPL 16-03.1.
 - 2. Conduct workforce research and regional labor market analysis.
 - 3. Convene local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.
 - 4. Lead efforts to engage employers in the local workforce development system.
 - 5. Collaborate with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.
 - 6. Lead local efforts to identify and promote proven and promising strategies to meet the needs of employers, workers, and jobseekers in the local workforce area.
 - 7. Develop strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.
 - 8. Conduct oversight and monitoring of WIOA Youth activities, providers, training providers, and OhioMeansJobs center operators, and, if applicable, career services providers to ensure compliance with WIOA and all applicable federal and state rules and requirements pertaining to employment and training programs and related workforce development activities and expenditures funded under this Agreement. If the LWDB has opted to deliver WIOA Youth through participation in CCMEP, the LWDB must do so in accordance with Section G, below.
 - 9. In collaboration with SUBGRANTEE, negotiate and review every two years, local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA section 116(c), 20 CFR 677, WIOAPL 17-02, and the state adjusted levels of performance identified in the State WIOA Plan. Local performance measures will be included in the Local WIOA Plan.
 - 10. With respect to OhioMeansJobs center operator(s) and service providers:
 - a. Competitively select OhioMeansJobs Center operator(s) every four years in accordance with WIOA Section 121(d), 20 CFR 678.605, and WIOAPL 16-08. ODJFS does not have the authority to grant a waiver of the requirement for competitive selection or an extension of the four-year limitation on OMJ Center operator contracts.
 - b. Competitively select local CCMEP/Youth provider(s) every four years in accordance with WIOA Section 123, 20 CFR 681.400, and WIOAPL 17-03. ODJFS does not have the authority to grant a waiver of the requirement for competitive selection of CCMEP/Youth providers. However, LWDB may submit to ODJFS a request for waiver of the four-year limitation on CCMEP/Youth provider contracts imposed per WIOAPL 17-03 in the event of extenuating circumstances that require a contract extension for an additional year.
 - c. Identify eligible providers of career services in accordance with WIOA Section 134(c)(2) and eligible providers of training services in accordance with WIOA Section 122 and WIOAPL 16-02.1. Collaborate with the State to ensure sufficient numbers and types of career and training service providers in order to meet consumer choice requirements.

- 11. Coordinate activities with education and training providers in the local workforce area, including: providers of workforce investment activities; providers of adult basic and literacy education activities; providers of career and technical education; and local Rehabilitation Act programs.
- 12. Develop a budget for LWDB activities with approval of SUBGRANTEE and provide direction to AGENT on disbursement of local funds per WIOA Section 107(d)(12).
- 13. Conduct an annual assessment of the physical and programmatic accessibility of all OhioMeansJobs centers in the local workforce area in accordance with, as applicable, WIOA Section 188 and the Americans with Disabilities Act of 1990, 42 USC 12101.
- 14. Certify OhioMeansJobs Centers in accordance with WIOA Section 121(d) and WIOAPL16-10
- B. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of an LWDB, or a member of a standing committee, as applicable, may not:
 - 1. Vote on a matter under consideration by LWDB:
 - a. Regarding the provision of services by the member (or by an entity that such member represents); or
 - b. That would provide direct financial benefit to the member or the immediate family of such member.
 - 2. Engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.
- C. As required under the "sunshine provision" in WIOA Section 107(e), and in accordance with 20 CFR 679.390, LWDB will conduct business in an open manner by making information about the LWDB activities available to the public on a regular basis through electronic means and open meetings.
- D. LWDB will negotiate with local partners in collaboration with SUBGRANTEE to execute a Local Workforce Area MOU in accordance with WIOA Section 121(c). If negotiations fail to reach a consensus on infrastructure costs by May 31 of the current state fiscal year, LWDB will notify ODJFS in accordance with WIOAPL 16-06.
- E. LWDB will conduct ongoing evaluations of workforce development activities per WIOA Section 116(e) as well as collect and provide data to ODJFS and DOL or their subcontractors as necessary for state and federal evaluation activities.
- F. In a timely manner, LWDB will inform any newly elected SUBGRANTEEs of responsibilities and liabilities regarding WIOA and the local workforce development system. Review and update existing written agreements when necessary.

G. Comprehensive Case Management and Employment Program (CCMEP) Participation

- 1. LWDB, as the party responsible for administration and oversight of WIOA Youth services in the local workforce area has the option to carry out WIOA Youth services through participation in CCMEP. In order to participate in CCMEP and receive TANF funds, the LWDB must comply with all applicable provision of OAC Chapter 5101:9-5 and must:
 - a. Collaborate with county TANF partners and CCMEP agencies to develop a local CCMEP plan and coordinate service delivery.
 - b. Ensure that all counties within the local workforce area are participating in CCMEP.
 - c. Submit written authorization for use of WIOA Youth funds to support CCMEP in accordance with Paragraph 2, below.
- 2. LWDB authorization will serve as evidence of the LWDB's decision to participate in CCMEP, and to authorize use of WIOA Youth funds to support CCMEP. Authorization may be provided via execution of the Authorization to Support CCMEP, (included as Attachment A hereto). LWDB may also opt in via a resolution or execution of an equivalent authorization form. A resolution or equivalent authorization must include documentation that clearly:

- Identifies all individuals who attended the meeting where the voting took place.
- Specifies that the motion or session was to authorize the use of WIOA Youth funds for CCMEP activities.
- States that a majority vote binds the entire local workforce area (or, if applicable, a unanimous vote).
- Confirms that the LWDB has formally authorized the use of WIOA Youth funds for CCMEP activities for the duration of the 2026/2027 state fiscal biennium.

Once authorization is executed, a copy will be provided to the ODJFS CCMEP program manager.

- H. **Reemployment Services and Eligibility Assessment (RESEA)** This Agreement authorizes local workforce area expenditures of RESEA funds for delivery of RESEA services. LWDBs may choose to opt out of local RESEA program delivery under the conditions stated below. Should the LWDB choose to opt out, ODJFS will assume responsibility for delivery of RESEA services in the local workforce area:
 - 1. It must be the entire local workforce area and not individual counties that choose to opt out.
 - 2. All current year RESEA grant funding must be spent before services may be discontinued.
 - 3. LWDBs must provide at least 90 days written notice of the intent to opt out of RESEA service delivery.
 - a. Notice should be in the form of a letter signed by the LWDB chair or director.
 - b. In addition to written notice, a formal LWDB resolution that clearly demonstrates LWDB's approval for discontinuation of local workforce area RESEA service delivery. The resolution must include documentation that clearly:
 - Identifies the individuals who attended the meeting where the voting took place.
 - Specifies that the motion was to discontinue delivery of RESEA in the entire local workforce area.
 - States that a majority vote binds the entire local workforce area (or, if applicable, a unanimous vote).
 - Confirms that the LWDB has agreed to discontinue providing RESEA in the local workforce area.

ARTICLE V. FISCAL AGENT RESPONSIBILITIES

AGENT is designated by SUBGRANTEE as required under OAC 5101:9-31-01(E)(4) to manage local funds under the direction of LWDB and/or SUBGRANTEE. Generally, per 20 CFR 679.420, AGENT will be responsible for the following functions:

- A. Receive funds;
- B. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget (OMB) circulars, WIOA, the corresponding federal regulations, and state policies;
- C. Respond to audit financial findings;
- D. Maintain proper accounting records and adequate documentation;
- E. Prepare financial reports; and
- F. Provide technical assistance to subrecipients with regard to fiscal issues.

ARTICLE VI. EFFECTIVE DATE OF THE SUBGRANT

A. This Agreement will be in effect from July 1, 2025, through June 30, 2027, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the above expiration date.

B. In addition to Section A above, it is expressly understood by ODJFS, SUBGRANTEE, LWDB, and AGENT that this Agreement will not be valid and enforceable until the Director of the Ohio Office of Budget and Management certifies, pursuant to ORC 126.07 that there is a sufficient balance in the appropriation that has not already been allocated to pay current obligations.

ARTICLE VII. FUNDING

- A. Funds provided under this Subgrant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS. ODJFS will issue a corresponding budget notice via CFIS, and if appropriate, will issue an allocation memorandum with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined by ODJFS in accordance with the authorizing federal statutes and funding agreements for each funding source authorized under this Agreement.
- B. SUBGRANTEE, LWDB, and AGENT expressly understand that no financial obligations may be incurred under this Agreement until the terms listed in ARTICLE VI, Section B, have been met and until allocations and budget notices have been issued to the local workforce area for all programs authorized under this Agreement.
- C. SUBGRANTEE, LWDB, and AGENT expressly agree that costs incurred under this Agreement will not exceed the amounts or subaward periods specified in budget notices. Further, SUBGRANTEE, LWDB, and AGENT expressly agree to comply with the limitations prescribed by the authorizing statute, related funding agreement, this Agreement, and all allocation memoranda with respect to expenditures.
- D. Administrative Costs The authorizing statute and/or funding agreement for each funding source sets forth guidelines and limits for administrative costs. Administrative expenditures from WIOA Youth and Adult/Dislocated Worker funds (under WIOA Sections 128 and 133, respectively) are limited to 10% of the total amount allocated to the local workforce area. Administrative costs for RESEA follow the WIOA definition of administrative costs, but not the administrative cost limit, which DOL will include in guidance for each allotment to states. Per 20 CFR 683.215, WIOA administrative costs are those associated with:
 - 1. Overall general administrative functions and coordination of those functions, including:
 - a. Accounting, budgeting, financial and cash management.
 - b. Property management.
 - c. Personnel management.
 - d. Payroll.
 - e. Resolution of findings from audits, reviews, investigations, and incident reports.
 - f. Audits.
 - g. General legal services.
 - h. Development of systems and procedures for administrative functions.
 - i. Fiscal agent responsibilities.
 - 2. Oversight and monitoring related to WIOA administrative functions.
 - 3. Costs of goods and services required for administrative functions.
 - 4. Travel costs incurred for performance of administrative activities.
 - 5. Costs of information systems related to administrative functions.
 - 6. Awards to subrecipients or contractors that are solely for administrative functions.

E. Local Workforce Area MOU costs

- 1. SUBGRANTEE, LWDB, and AGENT acknowledge and expressly agree that funds authorized hereunder for ODJFS' proportionate share of costs as a local partner shall be spent in accordance with the Local Workforce Area MOU.
- 2. SUBGRANTEE, LWDB, and AGENT will ensure that Local Workforce Area MOU costs are reconciled and communicated to the local partners in accordance with the Local Workforce Area MOU on at least a quarterly basis per 20 CFR 678.715 and 20 CFR 678.720.
- 3. SUBGRANTEE, LWDB, and AGENT will ensure that local partners are invoiced within the timeframes specified in the Local Workforce Area MOU.
- 4. Because ODJFS allocates funds for its share of Local Workforce Area MOU costs via CFIS, ODJFS does not receive quarterly invoices. However, SUBGRANTEE, LWDB, and AGENT must ensure that funds for ODJFS' share of costs are drawn and disbursed in a timeframe consistent with partner invoicing and payment of costs.
- F. SUBGRANTEE, LWDB, and AGENT will ensure that separate accounting records are maintained for each funding source authorized hereunder.
- G. SUBGRANTEE, LWDB, and AGENT will secure prior approval from the federal funding authority or ODJFS for a local workforce area indirect cost allocation plan or inclusion in a county-wide cost allocation plan maintained by the county board of commissioners in order for indirect costs to be reimbursable hereunder.
- H. SUBGRANTEE, LWDB, and AGENT agree to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agree to conduct procurement transactions in accordance with the procurement and acquisition standards in OAC Chapter 5101:9-4-02 as well as federal procurement requirements (2 CFR 200.318 through 2 CFR 200.320). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.
- I. SUBGRANTEE, LWDB, and AGENT will ensure prompt payment of employment-related costs—including, but not limited to—unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce investment programs.
- J. SUBGRANTEE, LWDB, and AGENT understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, DOL, or HHS. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, ODJFS may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- K. **Standards for Financial and Program Management** Pursuant to WIOA Section 184, SUBGRANTEE, LWDB, and AGENT, as subrecipients of federal funds, hereby expressly acknowledge obligations with respect to the funds provided under this Agreement pursuant to Subparts D and E of the OMB Omni-Circular, and, as applicable, the corresponding HHS exceptions (45 CFR 75) and DOL exceptions (2 CFR 2900), which include, but are not limited to:
 - Period of Performance and Availability of Funds Pursuant to 2 CFR 200.309, 2 CFR 200.343 and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), SUBGRANTEE, LWDB, AGENT, and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in ARTICLE VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.
 - 2. Internal Controls SUBGRANTEE, LWDB, and AGENT will ensure that an internal control structure and written policies are maintained to protect personally identifiable and sensitive information, records, contracts, grant funds, equipment, tangible items, and other information that is readily or easily

exchanged in the open market that DOL, ODJFS, SUBGRANTEE, LWDB, or AGENT considers to be sensitive. SUBGRANTEE, LWDB, and AGENT will further ensure that subcontractors or subrecipients have effective internal control structures, written policies, and safeguards in place. Internal controls for all recipients and subrecipients of WIOA Title I and Wagner-Peyser funds must be in accordance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).

- 3. **Cost Sharing or Matching** Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306.
- 4. Program Income Per WIOA Section 194(7), income received by SUBGRANTEE, LWDB, or AGENT under any WIOA Title I program funded hereunder must be used to carry out the program. Further, SUBGRANTEE, LWDB, and AGENT will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
- 5. Real Property, Equipment, and Supplies SUBGRANTEE, LWDB, and AGENT expressly understand that written approval must be obtained from ODJFS prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited as are loans of funds provided hereunder. Per WIOA Section 194(11), title use, and disposition of real property, equipment, and supplies will be in accordance with the following:
 - a. Real Property 2 CFR 200.311, or, if applicable 45 CFR 75.318.
 - b. Equipment 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
 - c. Supplies 2 CFR 200.314, or, if applicable, 45 CFR 75.321.
- L. Per 20 CFR 683.235, no WIOA Title I funds may be spent on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings, except with prior written approval of the Secretary of DOL.
- M. Per 20 CFR 683.250, prohibited costs under WIOA Title I include:
 - 1. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
 - 2. Public service employment, except as specifically authorized under WIOA Title I.
 - 3. Expenses prohibited under any other federal, state, or local law or regulation.
 - 4. Subawards or contracts with parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
 - 5. Contracts with persons falsely labeling products as being made in America.
 - 6. Foreign Travel costs (prohibited for WIOA Adult, Dislocated Worker, and Youth funds).

ARTICLE VIII. RECORDS AND REPORTING

- A. SUBGRANTEE, LWDB, and AGENT will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that all records relevant to programs and activities funded hereunder are available during normal businesses hours and as often as needed for audit by federal and state government entities that include but are not limited to: DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.

- C. SUBGRANTEE, LWDB, and AGENT will retain all records related to funds provided hereunder in accordance with 2 CFR 200.334 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 3 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 3-year period, whichever is later.
- D. SUBGRANTEE, LWDB, and AGENT acknowledge, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. ARTICLE XIV provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.
- E. SUBGRANTEE, LWDB, and AGENT will enroll and track participants and services in ODJFS' case management system, Advancement through Resources, Information & Employment Services (ARIES), and the County Finance Information System (CFIS) WIOA Client Tracking. SUBGRANTEE, LWDB, and AGENT will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by ODJFS.
- F. **Maintenance of Additional Records** Pursuant to WIOA Section 185(f), SUBGRANTEE, LWDB, and AGENT must maintain records with respect to programs and activities carried out under this title that identify:
 - 1. Any income or profits earned, including such income or profits earned by subrecipients; and
 - 2. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE IX. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501 and, as applicable, the corresponding HHS requirements (45 CFR 75.501) and DOL requirements (2 CFR 2900), SUBGRANTEE, LWDB, and AGENT must have an entity-wide single audit and must send 1 copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE, LWDB, and AGENT have additional responsibilities as an auditee under 2 CFR 200.508 and, as applicable, the corresponding HHS regulation (45 CFR 75.508), which include, but are not limited to:
 - 1. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 - 2. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
 - 3. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
 - 4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS director, SUBGRANTEE, LWDB, and AGENT. The termination agreement must be adopted by resolution of SUBGRANTEE in order to be considered valid. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution.
 - 2. Any party to this Agreement may terminate after giving 90 days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later

of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.

- B. Notwithstanding the provision of Section A of this Article, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE, LWDB or AGENT if:
 - 1. ODJFS loses funding as described in ARTICLE VII.
 - 2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE, LWDB or AGENT.
 - 3. SUBGRANTEE has violated any provision of ARTICLE XIII.
- C. Pursuant to ORC 5101.241 and 2 CFR 200.339, as applicable, if SUBGRANTEE, LWDB, AGENT, or any subrecipients materially fail to comply with any term of an award, federal statute or regulation, an assurance, a state plan or application, a notice of award, the terms of this Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.
 - 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - 3. Wholly or partly suspend or terminate the federal award.
 - 4. Submit a recommendation to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.
 - 5. Withhold further federal awards for the project or program.
 - 6. Take other remedies that may be legally available.
- D. SUBGRANTEE, LWDB, and AGENT, upon receipt of a notice of suspension or termination, will do all of the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrant agreements correlated to the suspended or terminated Subgrant activities.
 - 3. Prepare and submit a report to ODJFS, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities.
 - 4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE, LWDB, or AGENT of any of the provisions, obligations, or duties embodied in this Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS, SUBGRANTEE, LWDB, or AGENT fails to perform any obligation hereunder and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE XI. NOTICES

- A. All parties agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE, LWDB, AGENT, and the ODJFS Agreement Manager identified in ARTICLE I, Section C of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE, LWDB, or AGENT regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate

form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.

- C. Notices to SUBGRANTEE, LWDB, or AGENT from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to the local workforce area representatives at the addresses appearing on the signature page of this Agreement.
- D. All notices in accordance with Sections B and C of this Article 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 XII. AMENDMENT AND SUBGRANTS

A. Amendment – This document will constitute the entire agreement among ODJFS, SUBGRANTEE, LWDB, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. ODJFS, SUBGRANTEE, LWDB, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants issued by the DOL or HHS 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. Subawards

- 1. **Subgrants –** Any subgrants by SUBGRANTEE will be made in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.
- 2. **Suspension and Debarment** In accordance with 2 CFR 200.214, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE, LWDB, and AGENT will not make any award or permit any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180.
- 3. Procurement SUBGRANTEE, LWDB, AGENT must ensure that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds provided hereunder in compliance with OAC rule 5101:9-4-07, as well as the federal procurement standards prescribed in 2 CFR 200.318 2 CFR 200.327 2 CFR 415.1 and 45 CFR 75.327 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
- 4. Monitoring and Reporting Program Performance– SUBGRANTEE, LWDB, and AGENT must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200.328, 200.329, and 200.330, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342.
- C. **Duties as Pass-through Entity.** With respect to subawards of the funds received under this Agreement to another entity determined to be a subrecipient in accordance with 2 CFR 200.332, SUBGRANTEE, LWDB, and/or AGENT, serving as the pass-through entity, must:
 - 1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal award and subaward. Required information includes:
 - a. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.332(b).
 - b. All requirements imposed by the pass-through entity on the subrecipient to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

- c. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
- d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 2 CFR 200. 332(b)(4)(i)(A);
- e. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- f. Appropriate terms and conditions concerning closeout of the subaward.
- 2. Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:
 - a. The subrecipient's prior experience with the same or similar subawards;
 - b. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of 2 CFR 200.501, and the extent to which the same or similar subaward has been audited as a major program;
 - c. Whether the subrecipient has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a Federal awarding agency).
- 3. Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR 200.208.
- 4. Monitor the subrecipient's activities as necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and the terms/conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring must include:
 - a. Review of financial and performance reports required by the pass-through entity.
 - b. Follow-up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - c. Issuance of a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
 - d. Per 2 CFR 200.332(e)(2)resolution of audit findings specifically related to the subaward but not for crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of federal funding (e.g., debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR 200.513(a)(4)(viii). Such reliance does not eliminate responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- 5. Depending upon the pass-through entity's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - a. Training and technical assistance to subrecipient on program-related matters;

- b. Performance of on-site reviews of the subrecipient's program operations; and
- c. Arrangement of agreed-upon-procedures engagements as described in 2 CFR 200.425.
- Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.
- 7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- 8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.339 for noncompliance of this part and in program regulations.

ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant funds provided hereunder and by executing this Agreement, SUBGRANTEE, LWDB, and AGENT hereby affirm current and continued compliance with each condition listed in this Article. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE, LWDB, or AGENT is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. Any funds paid by the State of Ohio under this Agreement for work performed before SUBGRANTEE, LWDB, and AGENT received such notice will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 - Federal Debarment Requirements SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, LWDB, AGENT, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals, LWDB, AGENT, or subrecipients or subcontractors:
 - 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 public (federal, state, or local) 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;
 - 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 public transactions (Federal, State, or local) terminated for cause or default.
 - 2. **Mandatory Disclosures** Pursuant to 2 CFR 200.113, SUBGRANTEE, LWDB, and AGENT must disclose in writing to ODJFS in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
 - 3. Qualifications to Conduct Business SUBGRANTEE, LWDB, and AGENT each affirm that they and any and all subrecipients and subcontractors have 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 SUBGRANTEE, LWDB, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
 - 4. **Unfair Labor Practices** SUBGRANTEE, LWDB, and AGENT, each affirm that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE, LWDB, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.

- 5. **Finding for Recovery** SUBGRANTEE affirms that SUBGRANTEE, its principals, LWDB, AGENT, or subrecipients or subcontractors are not 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 SUBGRANTEE, LWDB, or AGENT are not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE, LWDB, and AGENT will be entitled to compensation only for activities performed during the time the parties were compliant with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 - 1. **Americans with Disabilities** SUBGRANTEE LWDB, AGENT, their officers, employees, members, subrecipients and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.

2. Fair Labor Standards and Employment Practices.

- a. SUBGRANTEE, LWDB, and AGENT each certify compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
- b. Pursuant to WIOA Section 188, in carrying out this Agreement, SUBGRANTEE, LWDB, and AGENT 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. SUBGRANTEE, LWDB, and AGENT agree 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.
- d. SUBGRANTEE, LWDB, and AGENT agree to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
- 3. Ethics Laws SUBGRANTEE, LWDB, and AGENT certify that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE, LWDB, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
- 4. Nepotism Per 20 CFR 683.200:
 - a. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
 - b. To the extent that an applicable state or local legal requirement regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement must be followed.
- 5. **Conflict of Interest** In addition to the WIOA restrictions and requirements listed in Article IV, SUBGRANTEE, LWDB, and AGENT must comply with the following, as applicable:
 - a. When a local organization functions simultaneously in 2 or more roles, which may include AGENT, LWDB staff, OhioMeansJobs center operator, and direct provider of career or training services, then the SUBGRANTEE and LWDB, per 20 CFR 679.430, must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations listed in the subsections below. The agreement must be written in accordance with Section IV of WIOAPL 15-18.1.

- b. SUBGRANTEE, LWDB, and AGENT certify, 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 such position, 1 or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years.
- c. SUBGRANTEE, LWDB, and AGENT agree to refrain from promising or giving to any ODJFS 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. SUBGRANTEE, LWDB, and AGENT further agree not to solicit an ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that SUBGRANTEE, LWDB, AGENT, their officers, members, and employees are compliant with ORC 102.04 and have filed a statement with the ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).
- d. SUBGRANTEE, LWDB, and AGENT agree that SUBGRANTEE, LWDB, AGENT, their 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 SUBGRANTEE's, LWDB's or AGENT's functions and responsibilities under this Agreement. If SUBGRANTEE, LWDB, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE, LWDB, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE, LWDB, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS determines that participation would not be contrary to public interest.
- e. SUBGRANTEE, LWDB, and AGENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

6. Lobbying Restrictions.

- a. WIOA Section 195 prescribes the following prohibitions on lobbying:
 - (1) Publicity Restrictions- No funds provided under WIOA shall be used for:
 - (a) Publicity or propaganda purposes; or
 - (b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:
 - (i) The enactment of legislation before Congress or any State or local legislature or legislative body; or
 - (ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.
 - (2) Exception Subparagraph (1) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships;
 - (b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or
 - (c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.
 - (3) Salary Restrictions No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to

any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.

- (4) Exception Subparagraph (3) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships; or
 - (b) Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
- b. SUBGRANTEE, LWDB, and AGENT each affirms that no federal funds paid to SUBGRANTEE, LWDB, or AGENT by ODJFS through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. SUBGRANTEE, LWDB, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
- c. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE, LWDB, and AGENT each affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
- d. SUBGRANTEE, LWDB, and AGENT each agree to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
- e. SUBGRANTEE, LWDB, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
- 7. Child Support Enforcement SUBGRANTEE, LWDB, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, LWDB, AGENT, their employees, and subrecipients and subcontractors 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.
- 8. Pro-Children Act If any activities funded hereunder call for services to minors, SUBGRANTEE, LWDB, and AGENT each agrees to comply with the Pro-Children Act of 1994 (20 USC 6081)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.
- 9. Drug-Free Workplace SUBGRANTEE, LWDB, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE, LWDB, and AGENT will make a good faith effort to ensure that none of their officers, employees, members, subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- 10. **Work Programs** SUBGRANTEE, LWDB and AGENT each 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 Chapters 5101 or 5107.
- 11. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010 To the extent possible, SUBGRANTEE, LWDB, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.

- 12. **Buy American Requirements** (41 USC 8302) To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE, LWDB, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
- 13. **Salary and Bonus Limitations** Per WIOA Section 194(15), SUBGRANTEE, LWDB, and AGENT each agrees to comply with all salary and bonus limitations.
- 14. **Environmental Protections** SUBGRANTEE, LWDB, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE, LWDB and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan developed in compliance with the Energy Policy and Conservation Act (42 USC 6201). Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
- 15. SUBGRANTEE, LWDB, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
- 16. If applicable, SUBGRANTEE, LWDB, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
- 17. Pursuant to 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, this Agreement may be terminated without penalty if SUBGRANTEE, LWDB, AGENT, or any subcontractor or subgrantee paid with funds provided hereunder:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period this Agreement or any subcontracts or subagreements are in effect; or uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
 - b. SUBGRANTEE, LWDB and AGENT agree that they shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
- 18. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States*, SUBGRANTEE, LWDB, and AGENT are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
- 19. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients, SUBGRANTEE, LWDB,* AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
- 20. **Rights to Inventions** If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE, LWDB or AGENT enter into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE, LWDB or AGENT must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
- 21. Civil Rights Assurance The SUBGRANTEE, LWDB and AGENT hereby agree that as long as SUBGRANTEE is a recipient of federal financial assistance, each will comply with Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and all provisions required by the implementing regulations HHS and DOL. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its existing

agreements and contracts that are funded in whole or in part with funds from the Department of Labor or Health and Human Services, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.

22. **Certification of Compliance** – SUBGRANTEE, LWDB and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

23. Religious Activities

- a. WIOA Section 188(a)(3) prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.
- b. Per 29 CFR 2, Subpart D, WIOA Title I financial assistance may be used to employ or train participants in religious activities only when the assistance is provided indirectly within the meaning Establishment Clause of the United States Constitution and not when the assistance is provided directly.
- c. 29 CFR 2, Subpart D also sets forth requirements for equal treatment of religious organization and protection of the religious liberty of DOL social service providers and beneficiaries.

ARTICLE XIV: CONFIDENTIALITY

- A. SUBGRANTEE, LWDB, and AGENT expressly agree to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:
 - 1. WIOA Section 185(a)(4)(B), which is codified at 29 USC 3245(a)(4)(B).
 - 2. WIOA Section 501. Protects student records and prohibits the creation of a national database containing personally identifiable information.
 - 3. The Privacy Act (5 USC 552a).
 - 4. 7 USC 2020(e)(8).
 - 5. The Family Educational and Privacy Rights Act (20 USC 1232g), referenced in WIOA Sections 102(b)(2)(C)(v)(III), 116(i)(3), 122(d)(4), and 501(a). This Act is also found in section 444 of the General Education Provisions Act and is intended to protect student records.
 - 6. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
 - 7. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Insurance (UI) information.
 - 8. 29 CFR 71.14(a)(2) and (c). Department of Labor regulation on use of non-public information.
 - 9. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 - 10. ORC 149.43(A)(1), lists records that are exempted from treatment as public record.
 - 11. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 - 12. ORC 1347.01(E).
 - 13. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 - 14. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.

- 15. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of (UI) records.
- 16. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
- 17. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.
- 18. OAC 5101:1-1-36. IEVS.
- 19. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
- 20. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Require county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
- 21. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
- 22. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
- 23. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
- 24. U.S. Department of Labor Training and Employment Guidance Letter (TEGL) 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.
- B. SUBGRANTEE, LWDB, and AGENT will execute agreements with any third party that will receive data identified as confidential under federal or state law and will include in those agreements all provisions required under the applicable federal or state law. Prior to the execution of such agreements, SUBGRANTEE, LWDB, and AGENT will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it and that SUBGRANTEE, LWDB, and AGENT expressly understand that local partners and service providers are considered third parties in regard to confidential information for programs authorized hereunder and must be authorized by SUBGRANTEE under written agreements pursuant to this Article XIV.
- C. SUBGRANTEE, LWDB, and AGENT will ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of ODJFS.
- D. SUBGRANTEE, LWDB, and AGENT will ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
- E. SUBGRANTEE, LWDB, and AGENT will ensure that access to software systems and files under its control that contain confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE, LWDB and AGENT expressly agree to take measures to ensure that no confidential information is accessible by unauthorized individuals.
- F. SUBGRANTEE, LWDB, and AGENT will maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
- G. SUBGRANTEE, LWDB, and AGENT will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions pertinent to the data and the penalties for disclosure or misuse.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE, LWDB, and AGENT each agrees to be responsible for any liability directly related to any and all of their own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if ODJFS, SUBGRANTEE, LWDB, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve SUBGRANTEE from exclusive liability per WIOA Section 107(d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.
- B. **Choice of Law; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant 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 this Agreement impossible.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the local workforce area, SUBGRANTEE, LWDB, AGENT, or any other entity, agency or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.
- D. Infringement of Patent or Copyright: To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE, LWDB and AGENT agree to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE, LWDB, or AGENT. ODJFS will provide prompt written notification of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with reasonable cooperation for defense of the suit. ODJFS may participate in the defense of any such action. SUBGRANTEE, LWDB and AGENT agree to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance are furnished by ODJFS at SUBGRANTEE, LWDB or AGENT's written request, it is at SUBGRANTEE, LWDB or AGENT's expense. If any materials, reports, or studies provided by SUBGRANTEE, LWDB, or AGENT are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE, LWDB and AGENT agree, at their own expense and at their option, to procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equal value; or modify them so that they are no longer infringing. SUBGRANTEE, LWDB and AGENT obligations under this Section survive the termination of this Agreement, without limitation.
- E. Liens: SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE, LWDB or AGENT fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE, LWDB, or AGENT in connection with this Agreement, ODJFS 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 SUBGRANTEE, LWDB, and AGENT under this Agreement.
- F. Delay: No 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 XI. 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 reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE, LWDB, or AGENT will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

G. Intellectual Property Rights.

- 1. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
 - b. Any rights of copyright to which ODJFS, SUBGRANTEE, LWDB, AGENT, or a subrecipient or contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
- 2. If applicable, the following needs to be on all products developed in whole or in part with grant funds: "This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for noncommercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."
- H. Risk Assessment. In accordance with 2 CFR 200.332 and 2 CFR 200.206, ODJFS as a pass-through entity evaluates SUBGRANTEE, LWDB, and AGENT's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE, LWDB, and AGENT agree to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- I. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart will 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 will constitute one and the same agreement.

Signature Page Follows: Remainder of page intentionally left blank G-2627-15-0017

Page 27 of 27

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES LOCAL WORKFORCE DEVELOPMENT SYSTEM SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2627-15-0017

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.

South Central Ohio Workforce Partnership 210 E Main St. Lancaster, Ohio 43130 Ohio Department of Job and Family Services 30 East Broad Street, 32nd Floor Columbus, Ohio 43215

Rick Szabrak, Area 20 WDB Director Printed Name & Title of Fiscal Agent Representative

Matt Damschroder, Director

Signature

Date

Michael Linton, Area 20 WDB Chair Printed Name & Title of LWDB Representative

4/25/2025

Signature

David Levacy, Fairfield County Commissioner Printed Name & Title of Chief Elected Official

Signature

Date

Date

Steve Davis, Fairfield County Commissioner Printed Name & Title of Chief Elected Official

Signature

Date

Jeff Fix, Fairfield County Commissioner Printed Name & Title of Chief Elected Official

Signature

Date

AUTHORIZATION to SUPPORT the COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM

The Workforce Development Board for Area 20 met in regular session on the 23rd Day of April, 2025, with the following members present:

list attached

WHEREAS, The Comprehensive Case Management and Employment Program (CCMEP), established under Section 5116.02 of the Ohio Revised Code (ORC), to provide employment, training and other supportive services to youth ages 14 to 24 with barriers to employment, based upon a comprehensive assessment of an individual's employment and training needs;

WHEREAS, Participation in CCMEP allows Workforce Innovation and Opportunity Act (WIOA) Youth funds allocated to local workforce development areas to be braided with Temporary Assistance for Needy Families (TANF) funds allocated to CCMEP lead agencies;

WHEREAS, ORC 5116.20 acknowledges that local workforce development area participation in CCMEP is at the discretion of the local workforce development board;

WHEREAS, Each local workforce development board that elects to participate in CCMEP must formally authorize the use of WIOA youth funds for CCMEP before braiding with TANF funds may occur.

THEREFORE, the Workforce Development Board for Area ____hereby authorizes use of WIOA Youth funds for the Comprehensive Case Management and Employment Program during the 2024-2025 State Fiscal Biennium that begins July 1, 2025 and ends June 30, 2027.

Michael Linton, Area 20 Board Chair

Mrs n

Rick Szabrak, Area 20 Executive Director

[Printed Name & Title]

4/23/2025

Date

28-

Date

Date



Area 20 Workforce Development Region

Fairfield - Hocking - Pickaway - Ross - Vinton

List of Board Members in Attendance at the Area 20 Workforce Development Board Meeting on April 23, 2025:

Jeremy Dennis Carrie Fife Jennifer Friel Sally Galecki **Richard Games** Richard Groves Chelsie Huffman **Kimberly Jeffers** Katie Karwatske Michael Linton Theresa Ragosta **Chuck Reisinger Ben Smith** Jessica Stroh Mike Throne Tom White James Martin

Prosecutor's Approval Page

Resolution No.

A resolution to approve the Area 20/21 WIOA Subgrant Agreement.

(Fairfield County Economic & Workforce Development)

Approved as to form on 5/5/2025 11:40:59 AM by Amy Brown-Thompson,

(Any Brown Thompson

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

Signature Page

Resolution No. 2025-05.13.j

A resolution to approve the Area 20/21 WIOA Subgrant Agreement.

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.k

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress

WHEREAS, additional appropriations are needed in the major expenditure object category for 2024 Motor Vehicle; and

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

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

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

\$75,000.00 16202405-Capital Outlay

Prepared by: Julie Huggins cc: Engineer

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress

For Auditor's Office Use Only:

16202405-573600 \$75,000.00

Prepared by: Julie Huggins cc: Engineer

Signature Page

Resolution No. 2025-05.13.k

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress

(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.

2025-05.13.I

A resolution to approve a subgrant agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid, the Ohio Department of Children and Youth, and the Fairfield County Department of Job and Family Services.

WHEREAS, the Fairfield County Job & Family Services is requesting the Fairfield County Board of County Commissioners approval of a subgrant agreement with the Ohio Department of Medicaid, Ohio Department of Job and Family Services, the Ohio Department of Children and Youth; and

WHEREAS, the purpose of the agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Fairfield County CDJFS, CSEA/PCSA; and

WHEREAS, this agreement shall be effective July 1, 2025 through June 30, 2027; and

WHEREAS, there is no cost associated with this contract; therefore, no purchase order encumbering funds is required; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Board of Commissioners resolve to approve the attached subgrant agreement with the Ohio Department of Medicaid, Ohio Department of Job and Family Services, the Ohio Department of Children and Youth.

Prepared by: Brandi Downhour cc: JFS / Budget Manager

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2627-11-6131

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM"), the Ohio Department of Children and Youth (hereinafter referred to as "DCY"), and the Fairfield County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM, DCY and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS, ODM, and DCY to Fairfield County for the operation of the Fairfield county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS, ODM, and DCY relative to this four-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Fairfield CDJFS/CSEA/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Fairfield County and of the Fairfield CDJFS/CSEA/PCSA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC Sections 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Monitor its subgrantees to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, federal and state requirements, and restrictions under OMB 2 CFR 200, including the provision of timely audits subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501.
- C. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards

established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

- D. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- E. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- F. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- G. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- H. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- J. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- K. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- L. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- M. Immediately take measures to incorporate paragraph L above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections L and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- N. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.
- O. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly.

- P. Ensure all Medicaid eligibility case documentation is entered timely into Ohio's Electronic Data Management System (EDMS).
- Q. Subgrantee shall determine eligibility for the Early Childhood Education Grant in compliance with state regulations. If requested by DCY, Subgrantee may receive preschool student information from Ohio school districts.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2025, through June 30, 2027, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2026 and 2027 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Chapter 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75 and 2 CFR 400, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
 - 1. <u>Standards for financial management systems</u>: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 Subparts (D) and (E), 45 CFR 75.302, and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.

- c. Internal control over cash, real and personal property, and other assets.
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
- e. Source documentation; and
- f. Cash management.
- 2. <u>Period of performance and availability of funds</u>: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
- 3. <u>Cost sharing or matching</u>: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

- 4. <u>Program income</u>: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
- 5. <u>Real property</u>: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
- 6. <u>Equipment</u>: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
- 7. <u>Supplies</u>: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37nd Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni-Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 - 1. Proper identification of federal awards received.
 - 2. Maintenance of required internal controls.

- 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
- 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
- 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 - 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

- 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
- 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
- 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
- 4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII 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 IX. AMENDMENT, ADDENDA, AND SUBGRANTS

A. **Amendment**: This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

B. **Addenda**: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. Subgrants

 Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.

- 2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance.
- 3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
- 4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
- 5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant 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 Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, 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. Subgrantee agrees that it is 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.

- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a passthrough entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- 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.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2627-11-6131

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Fairfield County DJFS/PCSA/CSEA

OHIO DEPARTMENT OFJOB AND FAMILY SERVICES

CDJFS/PCSA/CSEA Director	Date	Matthew Damschroder, Director	Date
		OHIO DEPARTMENT OF MEDICAID	
County Commissioner	Date	Maureen M. Corcoran, Director	Date
County Commissioner	Date	OHIO DEPARTMENT OF CHILDREN ANI	O YOUTH
County Commissioner	Date	Kara Wente, Director	Date



A Contract regarding Biennial Subgrant Agreement between Job and Family Services and

Approved on 4/24/2025 10:57:45 AM by Krista Humphries, Community Services Deputy Director

Thata C. Humphies

Krista Humphries Community Services Deputy Director

Approved on 4/24/2025 3:09:05 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.
A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Public Improvement contracts – competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) Other: (cite to authority or explain why matter is exempt from competitive bidding)
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement Executed Ohio Law Acknowledgment Form (ORC 307.901)
Signed this day of, 20
Brandi Downhour, Budget Manager
* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure
your department is complying with any additional requirements. By submitting a request for approval, you

are certifying you have addressed County, statutory, and grant requirements.*

There is no cost associated with this contract and therefore no PO is needed.

The contract is not signed by the Ohio Department of Medicaid (ODM) at this point because ODM typically requires county signatures before ODM signs.

Prosecutor's Approval Page

Resolution No.

A resolution to approve a subgrant agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid, the Ohio Department of Children and Youth, and the Fairfield County Department of Job and Family Services.

(Fairfield County Job and Family Services)

Approved as to form on 5/5/2025 11:37:17 AM by Amy Brown-Thompson,

(Anny Brown Thompson

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

Signature Page

Resolution No. 2025-05.13.1

A resolution to approve a subgrant agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid, the Ohio Department of Children and Youth, and the Fairfield County Department of Job and Family Services.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.m

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Oasis Therapeutic Foster Care Network, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Oasis Therapeutic Foster Care Network, Inc., 34265 State Route 681 E, Albany, Ohio 45710; and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective May 1st, 2025 through April 30th, 2026; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Oasis Therapeutic Foster Care Network, Inc.

Prepared by: Michele White cc: JFS / Program Contract Specialist

Ohio Department of Children and Youth

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130

and

Oasis Therapeutic Foster Care Network, Inc., hereinafter "Provider", whose address is:

Oasis Therapeutic Foster Care Network, Inc. 34265 State Route 681 E Albany, OH 45710

Collectively the "Parties".

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ARTICLE XXXIII. ATTACHMENTS TO T	APPLICABLE LAW AND VENUE

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter <u>5153</u> for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I Scope of Work;
- B. Exhibit II Request for Proposals (if applicable);
- C. Exhibit III Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **05/01/2025** through **04/30/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for ______ additional, ______ year terms not to exceed

years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's

competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of

services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

- 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
- 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting

community adjustment.

- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <u>OAC 5101:2-42-67</u> as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to <u>OAC 5101:2-5-33</u>, <u>OAC 5101:2-9-02</u> or <u>OAC 5101:2-9-03</u> has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.

- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per

week basis.

- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC</u> <u>5101:2-42-90</u>. Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.

- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency

agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.

- 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;

- e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
- f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with <u>ORC 2151.86</u>, <u>ORC 5103.0328</u>, <u>ORC 5103.0319</u> and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76,Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.

- 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with <u>OAC 5101:9-2-01</u> and <u>OAC 5101:9-2-05(A)(4)</u>, as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, <u>OAC 5101:9-4-07</u> and <u>OAC 5101:2-47-23.1</u>.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC</u> <u>5103.0323.</u>
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot

be timely filed, an extension shall be requested prior to the December 31st filing deadline.

- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with <u>ORC 5101.11</u>, <u>ORC 5101.14</u>, and <u>OAC 5101:2-47-01</u>.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. <u>OAC 5101:2-47-11</u>: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. <u>OAC 5101:2-47-26.1</u>: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. DCY 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or

registered mail, postage pre-paid:

if to Agency, to	Fairfield County Department of Job and Family Services 239 W Main St Lancaster, OH 43130
if to Provider, to	Oasis Therapeutic Foster Care Network, Inc. 34265 State Route 681 E Albany, OH 45710

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with <u>ORC 102.03</u>, <u>ORC 102.04</u>, <u>ORC 2921.42</u>, <u>ORC 2921.43</u>.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
 - 1. Additional insured endorsement;
 - 2. Product liability;
 - 3. Blanket contractual liability;
 - 4. Broad form property damage;
 - 5. Severability of interests;
 - 6. Personal injury; and
 - 7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control follow form primary; and
 - 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

- F. The Provider further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 - 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 - 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 - 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 - 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 - 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs,

defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in <u>ORC 5153.111(B)(1)</u>, <u>ORC 2919.24</u>, and <u>ORC 2151.86</u>, and <u>OAC Chapters 5101:2-5</u>, 5101:2-7, 5101:2-9, 5101:2-48.
 - 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> <u>5101:2-5</u>, <u>5101:2-7</u>, <u>5101:2-9</u> and <u>5101:2-48</u> resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in <u>ORC 4511.81.</u>
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section <u>4511.19</u> (Operating vehicle under the influence of alcohol or drugs OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider

believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:

- a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of <u>OAC 5101:2-7-02</u> have been met.
- b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with <u>OAC 5101:2-5-09</u> have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.
- D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in <u>OAC 5101:2-7-09</u>, <u>OAC 5101:2-9-21</u>, and <u>OAC 5101:2-9-22</u>

Article XXIV. FINDINGS FOR RECOVERY

<u>ORC 9.24</u> prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in <u>ORC Chapters 3119, 3121, 3123</u>, and <u>3125</u>.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with <u>ORC 5719.042</u>. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the

statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article Section: Article VIII - Reimbursement for Placement Services Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody,

Contract ID: 19483031

05/01/2025 -04/30/2026

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the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-ofnetwork medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities Detail: Article V ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options: For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff. For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for

Contract ID: 19483031

05/01/2025 -04/30/2026

Page 23 of 26

any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

Reason: Article Section: Article I - Scope of Placement Services Detail: Article I SECTIONS 1.02 & 1.03, References to Exhibit I Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Oasis Therapeutic Foster Care Network, Inc.

Print Name & Title	Signature	Date
Dr. Kay Wheeler-Cameron Administrator	Ot. Kay Wheeler Cameron	4-17-25

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date
	· -	

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information Agency: Fairfield County Department of Job and Family Services Provider / ID: Oasis Therapeutic Foster Care Network, Inc. / 24511

Run Date: 04/17/2025 Contract Period: 05/01/2025 - 04/30/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Exceptional 1 (30297)- Excpt Need	107836			\$50.00	\$40.00							\$90.00	05/01/2025	04/30/2026
Exceptional 2(30298)- Excpt Need	107837			\$55.00	\$55.00							\$110.00	05/01/2025	04/30/2026
Special (30296)- Spec Need	84674			\$45.00	\$35.00							\$80.00	05/01/2025	04/30/2026
Traditional (30295)- FFH	84651			\$40.00	\$30.00							\$70.00	05/01/2025	04/30/2026



A Contract regarding Oasis Therapeutic Foster Care Network, Inc. between Job and Family Services and

Approved on 4/22/2025 4:19:53 PM by Sarah Fortner, Deputy Director

South Jota

Sarah Fortner Deputy Director

Approved on 4/23/2025 1:26:40 PM by Corey Clark, Director of Fairfield County Job & Family Services

GBCh_

Corey Clark, Director Fairfield County Job & Family Services

ROUTING FORM FOR CONTRACTS

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

A. Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
B. Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
C. Dublic Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
F. The subject matter was exempt from competitive selection for the following reason(s):
 Under \$77,250.00 State Term #: (copy of State Term Contract must be attached) ODOT Term #: (See R.C. 5513.01) Professional Services (See the list of exempted occupations/services under R.C. 307.86) Emergency (Follow procedure under ORC 307.86(A)) Sole Source (attach documentation as to why contract is sole source) Other: (cite to authority or explain why matter is exempt from competitive bidding)
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/) Obtained 3 quotes for purchases under \$77,250.00 (as applicable) Purchase Order is included with Agreement
Signed this day of, 20
Michele White Program Contract Specialist

Name and Title

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

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

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

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

Dr. Vay Wheeler Cameron, Admin. Company Representative Signature and Title

Dr. Kay wheeler - Cameron Oasis Therapeutic Foster Care Inc Company Representative Name and Company

29/25

Date

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE KEITH FABER

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's Information:

Name: , Organization: Oasis Therapeutic Foster Care Network, Inc. Date: 4/17/2025 11:13:39 AM

This search produced the following list of **0** possible matches:

Name/Organization

Address

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

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

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

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

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

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

ORIGINAL		Carrí L. Brown, phd, mba, cgfm	Purchase Order		
		Fairfield County Auditor	Fiscal Year 2025	Page: 1 of 1	
		210 East Main Street Lancaster, Ohio 43130		PPEAR ON ALL INVOICES, SHIPPING PAPERS.	
В	JOB & FAMILY SERVICES	Revisions: 000	Purchase Order #	25004051 - 00	
	239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889		Delivery must be made with	n doors of specified destination.	
T O	FIUNE. 140-032-1669		Expiration Date	: 12/15/2025	
V E N D O R	OASIS THERAPEUTIC FOSTER CA INC. 34265 ST RT 681 E ALBANY, OH 45710	ARE, H I P T O	JOB & FAMILY SERVICE 239 W MAIN STREET LANCASTER, OH 43130 Phone: 740-652-7889	S	

VENDOR PHONE NUMBER		DOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
			4422			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
04/17/2025	14983			JOB & FAMILY SERVICES		
NOTES						

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$1.00	\$1.00

COUNTY AUDITOR'S CERTIFICA	TE	Total Ext. Price	\$1.00
expenditure, for the above, has be	bunt \$1.00 required to meet the contract, agreement, obligation, payment or en lawfully appropriated, authorized or directed for such purpose and is in the	Total Sales Tax	\$0.00
certification now outstanding.	collection to the credit of the submitted Fund(s) free from any obligation or	Total Freight	\$0.00
		Total Discount	\$0.00
Date: 04/17/2025	Carli L. Brown	Total Credit	\$0.00
Date: 04/11/2020	Auditor Fairfield County, OH	Purchase Order Total	\$1.00

Vendor Copy



←

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arch	All Words e.g. 1606N020Q02	
Select Domain All Domains		+
Filter By		_
Keyword Search For more information on how to use our keyw Simple Search	ord search, visit our help guide	
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For more information on how to use our keyw Simple Search Any Words (i) All Words	-	

Enter Code or Nar Status Active Inactive	
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i	No matches found Yes
	V Feedback
Our Website	Our Partners
About This Site	Acquisition.gov
Our Community	USASpending.gov
Release Notes	Grants.gov
System Alerts	More Partners
Policies	Customer Service
Terms of Use	Help
Privacy Policy	Check Entity Status

Restricted Data Use	Federal Service Desk
Freedom of Information Act	External Resources
Accessibility	Contact



A WARNING

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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Oasis Therapeutic Foster Care Network, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 5/5/2025 11:54:24 AM by Amy Brown-Thompson,

(Any Brown Thompson

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

Signature Page

Resolution No. 2025-05.13.m

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Oasis Therapeutic Foster Care Network, Inc.

(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.

2025-05.13.n

A resolution to approve a Development Agreement for the American Barbell subdivision [Regional Planning]

WHEREAS, the developer of American Barbell 1 has submitted the required inspection fee deposit and has executed the required development agreement for said subdivision.

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

Section 1. That this Board hereby approves and authorizes itself to execute said development agreement attached as Exhibit A for the American Barbell subdivision.

Prepared by: Holly Mattei cc: Regional Planning

DEVELOPMENT AGREEMENT

This Agreement entered into this ______ day of May by and between Bachell (hereinafter called the "Owner") and the Board of Commissioners of Fairfield County, Ohio (hereinafter called the "County").

U. alef Township; ______ (hereinafter called the "Project"), and

WHEREAS, "The Fairfield County Water, Drainage and Sewage Regulations," "The Fairfield County Construction and Material Specifications," and "The Fairfield County Subdivision Regulations" in force on the date of this agreement (hereinafter called the "County Regulations") state the requirements for developing within the County.

NOW THEREFORE, the Owner and the County, in consideration of the mutual covenants set forth herein, agree that:

- I. OWNER RESPONSIBILITIES: The Owner will:
 - 1.1 Develop or cause the development of the Project in accordance with the County Regulations and the construction drawings approved by the County.
 - 1.2 Unless specifically stated otherwise, be responsible for the entire cost associated with developing the Project, including providing the real estate, engineering, construction, fees and deposits.
 - 1.3 Provide the County with construction drawings, specifications and supporting data describing the improvements contained in the Project. The improvements to be provided will include:
 - a. Roads and parking areas, graded full width and paved including drainage structures and other improvements all as shown on the County Standard Drawings and required for this project;
 - b. Monuments, stakes and all survey control required;
 - c. All other improvements shown on the construction drawings as approved by the County. (Such as grading and seeding).

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- 1.4 Await the County's approval of the construction drawings and specifications before beginning any construction work.
- 1.5 Guarantee that the labor, material and equipment used to develop the Project meets the County requirements by providing at least one of the following:

- a. A performance bond equal to the estimated construction cost of the public improvements; or
- An irrevocable bank letter of credit payable to the County equal to one hundred percent (100%) of the estimated construction cost of the public improvements; or
- c. Subject to the approval of the County of Fairfield a certification to the County by the institution, person or corporation financing the construction of the public improvements stipulating that the funds in the amount of the estimated construction cost are available and set aside from all other funds solely for the purpose of financing the construction of the public improvements.

That these funds will not be released to the Owner or used for any purpose unless a release is signed by the County.

That such release by the County only certifies that as best the County can determine, the construction was satisfactorily completed and such release does not relieve the Owner of the responsibility to meet the requirements of the County Regulations or the County maintenance guarantee requirements;

- 1.6 Give the County at least three days notice prior to beginning any construction work and will keep the County advised of the work schedule throughout the development of the Project.
- 1.7 Prior to conditional acceptance of the Project by the County, guarantee all labor, material and equipment incorporated in the improvements that will become public against defects and deficiencies, for at least three years, by providing at least one of the following:
 - a. A maintenance bond equal to ten percent (10%) of the construction cost of the public improvements
 - b. A certification to the County by a financial institution or corporation acceptable to the County Prosecutor;

That funds equal to ten percent (10%) of the estimated construction cost for public improvements have been set aside in an escrow account;

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That these funds cannot be released without a release by the County;

That the institution or corporation holding the funds shall release to the County and or all of the funds so escrowed for the purpose enumerated herein; and

That the escrow account will not be closed out without the approval of the County with the final acceptance of the public improvements by the County constituting release of the escrow account lacking any formal release by the County; or

- c. A bank irrevocable letter of credit payable to the County equal to ten percent (10%) of the construction cost for the public improvements.
- 1.8 Provide any additional maintenance guarantees necessary to protect existing roads in the subdivision being used as access for the proposed phase(s). The County Inspector shall determine the adequacy of this additional guarantee.
- 1.9 Provide a written request for the maintenance guarantee release upon completion of at least three years maintenance period during which the public improvements are maintained in a satisfactory condition and all expenses incurred by the County pursuant to this Project have been paid in full.
- 1.10 Cause the work described in the approved construction drawings, specifications and supporting data, as required herein, to be completed within a year of the approval of the construction plans unless approved otherwise by the County.
- 1.11 Remove or cause to be removed such dirt, debris, and foreign matter from all public rights-of-way, improvements and/or easements as were deposited, left or resulted from the construction of improvements or any nature within the development, within twenty-four (24) hours after being notified by the County that such work is required. Such removal shall be done to the satisfaction of the County Engineer.
- 1.12 Prior to acceptance or conditional acceptance of the Project by the County, provide the County the original signed construction drawings, with four sets of prints annotated to reflect the "as-constructed" conditions, and the original recorded plat.
- II GENERAL TERMS:
 - 2.1 When there appears to be, or there is in fact, a conflict between this Agreement and the County Regulations the County Regulations shall govern.
 - 2.2 No conveyance shall be made of any lot or parcel smaller in frontage or area than indicated on the plat except for the purpose of increasing the area of another lot.

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- 2.3 The Owner shall indemnify and hold the County free and harmless from any and all claims for damage of every nature arising or growing out of the construction of improvements or resulting from improvements and shall defend, at their own cost and expense, any suit or action brought against the County.
- 2.4 By signing this Agreement the Owner acknowledges possession of copies of the:
 - a. Fairfield County Water, Drainage and Sewage Regulations.
 - b. Fairfield County Construction and Material Specifications.

and that the procedures described in these County Regulations will be followed during the development, acceptance and maintenance period for this project.

- 2.5 Upon violation of, or failure to comply with, any of the terms of this Agreement by the Owner, the County may take any of the following actions:
 - a. Stop all work on the Project forthwith;
 - b. Continue any unfinished work or replace any unaccepted work to a point that any public improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the County because of their state of completion by:
 - 1. Holding the bonding company responsible,
 - 2. Using the certified check or proceeds thereof,
 - 3. Using the funds in the escrow account, or
 - 4. Draw on the letters of credit.
 - c. Take necessary action to eliminate apparent or actual safety or health hazards of an emergency nature when notification of the Owner does not cause a timely and satisfactory response or an immediate response is required. The cost of using county labor material or equipment shall be a cost to the owner to be paid thirty (30) days after being billed. Failure to pay may result in the County taking actions provided in 2.5(a) or 2.5(b) herein.
- 2.6 This Agreement represents the entire and integrated agreement between the Owner and the County for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both Owner and County.

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- The Owner and County each binds himself and his partners, successors, executors, 2.7 administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the County shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the County.
- Notices: Any notice required by the Agreement shall be conclusively presumed 2.8 to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at the party's last address on file with the party sending the notice.
- Legal Interpretation: This Agreement shall be construed and interpreted in 2.9 accordance with the laws of the State of Ohio.

IN CONSIDERATION WHEREOF, the County hereby grants the Owner the right and privilege to make the improvements stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, and have

executed this agreement on the day and year first above written $\frac{2100}{5/8/2.5}$

APPROVED:

1

FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Date:

DEVELOPMENT AGREEMENT



Resolution No. 2025-05.13.n

A resolution to approve a Development Agreement for the American Barbell subdivision

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.0

A resolution to approve a reimbursement for share of costs for Rent paid to Fairfield County Commissioners as a memo expenditure for fund #7864/8313 Major Crimes Unit

WHEREAS, MCU is responsible for reimbursing the General Fund for their rental costs; and

WHEREAS, MCU needs to reimburse the General Fund by using account code 544025; and

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

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

00100110 436200 Rent Reimbursement - \$11,000.00

This amount represents monies owed to the General Fund for MCU's share of Rental costs paid to the Board of Commissioners as denoted in the attached documentation. (Jan to June 2025)

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

Memo expenditure as referenced in supporting documentation: **Vendor #:** 2280 Fairfield County Commissioners **Account:** 78786422 544025 Rental Lease **Amount:** \$11,000.00

Prepared by: Christy Noland cc: Staci Knisley, Commissioners' Office 2024-12.03.b

A Resolution to approve a lease agreement for the South Central Major Crimes Unit and The Fairfield County Commissioners

WHEREAS, the South Central Major Crimes Unit desires to continue a lease agreement for office space at 240 Baldwin Avenue Lancaster, OH 43130; and

WHEREAS, the Assistant Prosecuting Attorney approves agreement as to form; and

WHEREAS, the Board President of the Fairfield County Commission is requested to sign the attached lease agreement between The Fairfield County Commissioners and the South Central Major Crimes Unit.

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

Section 1. That the President of the Fairfield County Board of Commissioners hereby approves and signs the attached contract with The South Central Major Crimes Unit.

Prepared by:	Aundrea N. Cordle
Cc:	Scott Duff
	Christy Noland

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$75,000.00 competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00 competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Dublic Improvement contracts competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction-competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
 - 1. Under \$75,000
 - 2. State Term #:_____ (copy of State Term Contract must be attached)
 - 3. ODOT Term #:_____ (See R.C. 5513.01)
 - 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 - 5. Emergency (Follow procedure under ORC 307.86(A))
 - 6. Sole Source (attach documentation as to why contract is sole source)
 - 7. Other:

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

(cite to

- 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <u>http://ffr.ohioauditor.gov/</u>)
- 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
- 4. Purchase Order is included with Agreement

Signed this	day of	, 20
Aundua	Made	

Name and Title

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

LEASE FOR REAL ESTATE

This lease is made and entered into on the 1st day of January 2025, between the Fairfield County Board of Commissioners, 210 East Main Street, Room 301, Lancaster, Ohio, 43130, (hereinafter "Landlord"); and the South Central Ohio Major Crimes Unit, 240 Baldwin Drive, Lancaster, Ohio 43130; (hereinafter "Tenant").

WHEREAS, Landlord is the owner of land and improvements commonly known and numbered as 240 Baldwin Drive Lancaster, Ohio. (hereinafter "Premises); and

WHEREAS, Landlord has approximately 5,650 S.F. of space available in the existing building for administrative purposes, as indicated on Exhibit A; and

WHEREAS. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions, and provisions herein set for.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable considerations, it is agreed:

- 1. <u>Term.</u> Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Term" beginning January 1, 2025, and ending December 31, 2025. If Tenant vacates the Premises prior to 11:59 p.m. on December 31, 2025, then Tennant shall provide the Landlord with written notice that Tenant has vacated the Premise, but in all events, the lease shall terminate at 11:59 p.m. on December 31, 2025, unless otherwise extended in writing by the parties.
- 2. <u>Rent.</u> Tenant shall pay to Landlord during the Term rent in the amount of \$22,200 per year.
- 3. <u>Market Value</u>. The Landlord is accepting rent of \$22,200 per year based on the available resources of the Tenant and the shared public mission for the Landlord and Tenant. The actual lease market value is \$79,100 for office space and \$30,000 for vehicle storage. The in-kind contribution to the Tenant is \$86,900 annually.
- 4. <u>Repairs and Maintenance</u>. During the Lease term, Landlord shall be responsible for all necessary repairs to the Premises. Repairs shall include such items as routine repairs of floors. walls, ceiling, major mechanical systems, roof, and other parts of the Premises damaged or worn through normal occupancy, subject to the obligations of the parties otherwise set for in this Lease.

Landlord shall further be responsible for the janitorial services and maintenance of the Premises including the building and parking lot area. Landlord shall be responsible for maintaining the entire Premises in accordance with the standard that is acceptable to Landlord.

5. <u>Alterations.</u> Tenant shall make no alterations to the Premises without the written permission of Landlord. All personal property belonging to Tenant, including equipment, machinery, trade fixtures, and temporary installations, whether acquired by Tenant at the

commencement of the Lease term or placed or installed on the Premises by Tenant, thereafter, shall remain Tenant's property free and clear of any claim by Landlord.

Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Premises caused by such installation or removal shall be repaired by Tenant at Tenant's expense.

- 6. <u>Utilities.</u> Tenant shall, during the term of this Lease, be responsible for all utilities costs for the Premises, and shall monthly reimburse Landlord for these costs, except for telephone costs which will be borne by the Landlord. Utility costs shall be 6% of the total costs for the entire Baldwin Drive campus and will be billed quarterly.
- 7. <u>Damage by Fire</u>. If the Premises is damaged by fire or other casualty. Landlord shall repair it within a reasonable time unless the casualty renders the Premises untenable. in which case this Lease shall terminate. If only a portion of the Premises is rendered untenable, the Tenant may, with mutual agreement of Landlord, alternatively choose to continue in possession.
- 8. <u>Right of Entry.</u> Landlord shall shave the right to enter the Premises at all times to inspect, to enforce this Lease, and, after notification of termination is given by either Landlord or Tenant. to show the Premises to prospective Tenants or Purchasers.
- 9. <u>Parking</u>. During the term of this Lease. Tenant shall have the use of the off street automobile parking space's location on the property of the Premises.
- 10. <u>IT Building Access Procedures.</u> The Premises is accessible via electronic access control means. Access is coordinated alongside tenant as deemed appropriate and provided by the Fairfield County Information Technology department.
- 11. <u>Notice.</u> Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

12.

If to Landlord: Fairfield County Board of Commissioners 210 East Main Street. Room 301 Lancaster. Ohio 43 130

If to Tenant: Fairfield-Hocking-Athens Major Crimes Unit 240 Baldwin Drive Lancaster. Ohio 43130

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

- 13. Waiver. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account or such default if such default persists or is repeated. and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.
- 14. Successors. The provisions of this Lease shall extend to and be binding upon Landlord and tenant and their respective legal representatives, successor, and assigns. This lease is not assignable by Tenant to any other person or entity without the written consent of Landlord.
- 15. Compliance with Law. Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.
- 16. Final Agreement. This Agreement terminated and superseded all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. The terms of this Lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties thereto and all covenants are to be construed as conditions of this Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

Fairfield County Board of Commissioners

, President David L Levacy By:

South Central Major Crimes Unit

By: mary _____, Interim Commander, Scott Duff

Prosecutor's Approval Page

Resolution No.

A Resolution to approve a lease agreement for the South Central Major Crimes Unit and The Fairfield County Commissioners

(Fairfield County Commissioners)

Approved as to form on 11/18/2024 2:21:10 PM by Amy Brown-Thompson,

(Amy Brown Thompson

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

Resolution No. 2024-12.03.b

A Resolution to Approve a Lease Agreement for the South Central Major Crimes Unit and The Fairfield County Commissioners

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

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

Board of County Commissioners Fairfield County, Ohio

CERTIFICATE OF CLERK

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

Pochelle Merringer

Rochelle Menningen Board of County Commissioners Fairfield County, Ohio

Resolution No. 2025-05.13.0

A resolution to approve a reimbursement for share of costs for Rent paid to Fairfield County Commissioners as a memo expenditure for fund #7864/8313 Major Crimes Unit

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.p

A resolution to request for appropriations for Major Crimes COSSAP Fund 7858/8360

WHEREAS, the Major Crimes will receive reimbursement dollars this year for the Comprehensive Opioid, Stimulant, and Substance Abuse Grant 2023 in the amount of \$350,000.00; and

WHEREAS, the grant award was not awarded before 2025 budget was done so appropriations are needed.

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

SECTION 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of:

78785803 Salary
78785803 Fringe Benefits
78785803 Contract Services
78785803 Materials and Supplies

Prepared by: Christy Noland cc: EMA

A resolution to request for appropriations for Major Crimes COSSAP Fund 7858/8360

SECTION 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of: \$150,000.00 78785803 511010 Salary

\$150,000.00	78785803 511010 Salary
\$22,000.00 \$2,500.00 \$200.00 \$65,300.00	78785803 523000 OPERS 78785803 522000 Medicare 78785803 521100 Life Insurance 78785803 521000 Health Insurance
\$95,000.00	78785803 530000 Contract Services
\$5,000.00	78785803 561000 Supplies

Prepared by: Christy Noland cc: EMA

Resolution No. 2025-05.13.p

A resolution to request for appropriations for Major Crimes COSSAP Fund 7858/8360

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.q

A resolution to request for appropriations for Major Crimes Recovery Ohio 2025 Fund 7864/8371

WHEREAS, the Major Crimes will receive reimbursement dollars this year for the Recovery Ohio Grant 2025 in the amount of \$133,100.00; and

WHEREAS, the grant award was not awarded before 2025 budget was done so appropriations are needed.

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

SECTION 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of:

\$130,600.00	78786425 Contract Services
\$2,500.00	78786425 Materials and Supplies

Prepared by: Christy Noland cc: EMA

A resolution to request for appropriations for Major Crimes Recovery Ohio 2025 Fund 7864/8371

SECTION 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of:

\$130,600.0078786425 530000 Contractual Services\$2,500.0078786425 561000 Supplies

Prepared by: Christy Noland cc: EMA

Resolution No. 2025-05.13.q

A resolution to request for appropriations for Major Crimes Recovery Ohio 2025 Fund 7864/8371

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.r

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for Recovery Ohio 2025

WHEREAS, the South Central Ohio Major Crimes Unit has been awarded \$133,100.00 for the 2025 Recovery Ohio Grant; and

WHEREAS, it is necessary for the Fairfield County Board of Commissioners to sign the attached award agreement for the 2025 Recovery Ohio Grant (2025-RO-ETF-R557) in the amount of \$133,100.00; and

WHEREAS, the Board of Commissioners desires to assign authority to the County Administrator, Aundrea Cordle to serve as the sponsor on behalf of the Commission for any documents relating to the Recovery Ohio 2025 Grant.

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

Section 1. The Board of Commissioners hereby approves and authorizes itself to sign the attached Subgrant Award Agreement as requested by the Fairfield-Hocking Athens Major Crimes Unit.

Section 2. The Board of County Commissioners assigns authority to the County Administrator, Aundrea Cordle to serve as the sponsor on behalf of the Board of County Commissioners for any documents relating to the Recovery Ohio 2025 grant.

Prepared by: Christy Noland cc: MCU

Home (/s/) Grants (/s/fundingop	oportunity/FundingOppor	tunity/00BBY00000	001Jz2AK)	Applications s/inc
Individual Application IA-000000938		Update Project D	Director Information	Print Application
pplication Grant Initial Budget 025-RO-E <u>RecoveryOhi</u> <u>2025-RO-ETF-53235 Budg</u>	Current Budget <u>2025-RO-ETF-53</u>	3235 Budg	Account <u>South Central O</u>	hio Major Crimes Uni
	?Tabset-B2e25=Related	I-Tab) Applicat	ion Questionnaire (?Tabset-B2e25=6b
 Program Information 				
Program RecoveryOhio	PAC <u>PAC-000566 (/s/pac</u>	/a0Hcs00000FC4wi	r <u>EAD/pac000566)</u>	
Year	Application Status			
2025 Grantee Signed	Pre-Award Condition	s Complete		
	-			
✓ Program Area				
Title of Project South-Central Ohio Major Crimes Unit	Project End Period 4/30/2026			
Project Start Period 5/1/2025				
✓ Application Information				
Focus of Application County				
\checkmark Project Director Information	-			
Project Director Prefix Mr.	Project Director Suffix			
Project Director First Name Jeffrey	Project Director Last Na Duff	ame		
Project Director Middle Name S	Project Director Agency South-Central Ohio N			
Project Director Title Commander	Project Director Phone (740) 901-1598			
Project Director Address	Project Director Email			
240 Baldwin Drive Project Director City			ilto:jeffrey.duff@fairfie	<u>eldcountyohio.gov)</u>
Lancaster	Project Director County Fairfield	y		
Project Director Zip 43430				
\checkmark Implementing Agency Information				
Implementing Agency Prefix Mr.	Implementing Agency	Suffix		
Implementing Agency First Name Alex	Implementing Agency Lape	Last Name		
Implementing Agency Middle Name	Implementing Agency	Title		
Implementing Agency	Implementing Agency	Phone		

, 12:20 PM In	dividual Application: IA-000000938
Fairfield County SHeriff	(740) 652-7900
Implementing Agency Address	Implementing Agency Email
345 Lincoln Ave	<u>alex.lape@fairfieldcountyohio.gov (mailto:alex.lape@fairfieldcountyohio.gov)</u>
Implementing Agency City	Implementing Agency County
Lancaster	Fairfield
Implementing Agency Zip	
43130	
✓ Subgrantee	
Subgrantee Prefix	Subgrantee Suffix
Mr.	
Subgrantee First Name	Subgrantee Last Name
Steven	Davis
Subgrantee Middle Name	Subgrantee Title
	County Commissioner
Subgrantee Agency	Subgrantee Phone
Fairfield County Commissioners	740-652-7909
Subgrantee Address	Subgrantee Email
210 E Main St Ste 301 Lancaster, OH 43130 US	<u>steven.davis@fairfieldcountyohio.gov (mailto:steven.davis@fairfieldcountyohio.go</u>
Subgrantee City	Subgrantee County
Lancaster	Fairfield
Subgrantee Zip	Tax I.D.
43130	316400066
 Primary Place of Performance 	
Primary Performance City	Primary Performance State
Lancaster	Ohio
Primary Performance Zip	
43130	
\checkmark Vendor ID, Location and Address code to be completed by OCJ	S
Non-State Agency OAKS Vendor ID	OAKS Address Code
0000056164	024
State Agency OAKS Vendor ID	Vendor Location
	EFT-24

✓ Problem Statement/Target Population

Problem Statement

Target Population: Per 2023 US Census estimates the South-Central Ohio Major Crimes Unit (MCU) serves a population of 248,605 people who reside in just over 1,025 square miles of suburban and rural communities some of which are part of the Appalachian Region of Ohio. That population is nearly 93% Caucasian, 1.49% African American, 1.9% Asian, 1.46% Hispanic, with the remainder identifying as other races and having a median per capita income of \$21,360. The MCU serves two counties that include Fairfield County and Pickaway County, in addition to the City of Logan located within Hocking County, and Ohio University located within the City of Athens in Athens County. The jurisdiction is located just 27 miles southeast of Columbus, Ohio. U.S. Route 33, traverses through three of the counties and connects Columbus to the region. US Route 23 in Pickaway County is a primary corridor that easily connects Detroit Michigan to Columbus and other southwestern source cities of drugs like Cincinnati and Dayton Ohio.

Problem Statement: According to the Ohio Substance Abuse Monitoring Network, between 2012-2023 methamphetamine and fentanyl have continued to grow in popularity leading to a devastating impact on people and communities throughout Ohio, especially the jurisdiction served by the MCU. Between 2020-2023, the overdose rate per 100,000 citizens was 36.2 for Fairfield County, 59.6 for Hocking County, and 42.3 for Pickaway County. In 2024, Fairfield County alone experienced 100 overdoses with 27 fatalities. In addition, the supply of these drugs remains a challenge. Between January and November of 2024, the MCU seized 46 pounds of cocaine, 356 pounds of methamphetamine, .42 pounds of Fentanyl, 100 Fentanyl pills, 36 pounds of marijuana, and 234 unknown/prescription pills within the served jurisdiction. In addition, over 200 pounds of prescription drugs were collected by the MCU's participation in the U.S. Drug Enforcement Agency's National Drug Take Back events over the past two years. These figures demonstrate the prevalence of drugs and the human impact of the drug crisis within MCU's jurisdiction.

Across the jurisdiction serviced by the MCU, drug trafficking and substance abuse continues to be our primary focus. The proximity to Columbus has allowed Transnational Drug Trafficking Organizations to create an environment that intensifies this problem by increasing the distribution and supply of methamphetamine and powder and pressed forms of synthetic opioids, primarily fentanyl. These drugs present a great opportunity for traffickers to profit from the distribution of illegal drugs, while a larger addict-based population traffics in small amounts of drugs to support their substance use disorders (SUD). The result of this problem leads to substance use, drug overdoses, fatalities, drug trafficking, criminal activities, and their subsequent destructive impact to the quality of life for residents.

Although successful in our enforcement efforts, the MCU continues to face the challenge of law enforcement recruitment and retention, which has created gaps in service and significant staffing shortages which have directly impacted the ability of the MCU to address this problem.

There is also a significant need to raise community awareness of the available recovery resources and engagement opportunities with those in the community struggling with substance use disorders. MCU's robust deflection/outreach program, Project FORT, is essential to raise community awareness of available services and create new

opportunities for engagement with this target population.

Perhaps the most disturbing impact of this illegal activity is the toll on human life. Individual lives, families, and communities are negatively impacted, often changed forever by drug use and its associated crimes. This population has a severely negative impact on quality of life in our communities and has become more difficult to address through traditional efforts.

It is crucial that local law enforcement continue its efforts to stop those determined to traffic, profit, and use illicit drugs. We also recognize that traditional drug enforcement is only part of a comprehensive approach to dealing with these challenging issues and that law enforcement must diversify its approach and explore more contemporary methods of addressing the drug crisis in their communities. The MCU and Project FORT are essential pieces of our comprehensive strategy designed to reduce or eliminate drug trafficking and substance use.

✓ Project Description

Project Description

Law Enforcement must employ progressive strategies and collaborate with its community partners through education, treatment, and prevention efforts to maximize disruption and stem the flow and use of illegal drugs. To accomplish this, the MCU and the Fairfield County Overdose Response Team (FORT) will build upon the progress made from previous Recovery Ohio programs. The MCU is a multi-jurisdictional Law Enforcement Task Force whose primary focus is drug enforcement and supporting Law Enforcement partners in the investigation of criminal offenses that have a direct nexus to drugs. FORT is a partnership between the MCU, Fire/EMS, Education, Treatment, Prevention, Community leaders, Faith Based Groups, and community stakeholders to support outreach and engagement.

The MCU will increase their efforts to address Drug Trafficking by focusing on long-term investigative efforts on mid and upper-level drug traffickers and drug trafficking organizations. The MCU has 7 officers assigned from four participating agencies, whose responsibilities are plain clothes investigations that include strategies such as direct buys, controlled buys, surveillance, collaborative investigations with other agencies, document and technology analysis, exploitation telephone forensics, and informant recruitment and management. Our approach also includes directed patrols and interdictions, in collaboration with the Lancaster Police, that focus on low level traffickers operating in neighborhoods, which are responsible for a multitude of crimes that have a direct nexus to drug related activity. The success of these highly visible activities continues to have a deterrent effect on those seeking to establish a base of operations within the jurisdiction. The MCU's multipurpose K9 handler and a criminal intelligence analyst, provided by the Ohio National Guard Counter Drug Program, will support our interdiction activities.

The MCU will expand Harm Reduction strategies and grow Prevention activities by leveraging partnerships with government, education, medical, treatment, and prevention professionals to identify solutions that address the challenges facing our citizens struggling with SUD. MCU and Fort will continue to forge relationships with agencies committed to Harm Reduction strategies like the Fairfield County ADAMH Board and Health Department. These agencies help to ensure that naloxone kits and fentanyl test strips are available to residents from various venues and events. In 2024, we distributed 800 naloxone kits. In addition, we have distributed over 80 naloxboxes over the past two years, which has significantly increased the availability of naloxone. We have naloxboxes at our courthouses, community centers, churches, city hall, and one hotel, which will be expanded under this program. We will also continue to provide naloxone and drug identification training to groups within Fairfield County. MCU Detectives will continue to conduct drug awareness, educational presentations, and outreach programming to citizens and community stakeholders. Throughout the past four years, we conducted more than 140 drug awareness, drug prevention and outreach training/meetings reaching over 7,500 citizens, students, community partners, and public safety professionals.

FORT is a critical piece of our approach and leads our Treatment and Recovery Supports strategies and supporting Specialty Populations (Juveniles and First Responders). The FORT Director leads a team consisting of Paramedics and Peer Supporters. We will continue to enhance Law Enforcement's ability to provide those with SUDs a greater opportunity to enter treatment and recovery programs outside the criminal justice system. We will meet with individuals with SUDs and their families within the jurisdiction and leverage partnerships to provide access to substance detox, assessment, and entry into treatment and recovery options. FORT will also participate in community events and educational presentations designed to raise community awareness of available services and build strong connections between FORT and the community. FORT will support and provide resources to programs and events designed to impact children and students K-12 across Fairfield County. Through our holistic approach we have begun to see an evolution in thinking within the cultural belief systems commonly found within the public safety community and the public. First responders are now incorporating FORT information cards, having meaningful dialogue with community members, and connecting affected individuals with the FORT team. This approach has caused the public to embrace this program and more openly supports the overall mission of the MCU.

Objective 1 will support Recovery Ohio's program areas of Drug Trafficking, Prevention, and Harm Reduction. The MCU team will decrease the supply of drugs by conducting drug interdiction and directed patrol activities that target and disrupt the flow of money and drugs. These activities will leverage technology and utilize law enforcement communication networks to identify mid to high level drug traffickers. We will also strengthen law enforcement's prevention role within schools and communities through training programs, outreach activities, and using best practices to expand our presence as role models and supporters in responding to substance abuse.

Objective 2 will support Recovery Ohio's program areas of Harm Reduction and Treatment and Recovery Supports to decrease the adverse consequences of illicit drug use. We will continue to build a robust distribution network for naloxone kits and fentanyl strips by collaborating with partners that include churches, schools, hospitals, veteran associations, prisons, community centers, government agencies, and private businesses. By expanding their distribution network, MCU will increase the opportunity for substance abusers to have access to critical support services that will help to prevent drug overdoses and fat

✓ Sustainability/Accomplishments/Obstacles

Sustainability/Accomplishments/Obstacles

Long-term sustainability is our goal at MCU and FORT. There are three components that drive our sustainability for addressing this drug problem. The first is to establish and foster meaningful relationships within our target jurisdiction. FORT has collaborated with dozens of government, civil society, private sector, and educational organizations and has proven to be a critical partner in this effort. The second is to ensure sufficient organizational funding and inter-agency collaboration. We have sought several funding opportunities at the local, state, and federal levels, which has led to grants that have enabled us to build harm reduction programs and provide pathways where our residents can seek assistance in dealing with substance use disorders. We have been increasing our collaboration with our MCU partners to receive staff support, which spreads the workflow between multiple agencies and allows for a comprehensive and coordinated approach to addressing sustainability. The third is effective programming. Our approach includes increasing the technological capacity of law enforcement agencies to prevent criminal activities, equipping key stakeholders in Harm Reduction strategies, and providing those individuals suffering from substance use disorder with consistent linkages to treatment services.

Between January and November of 2024, the MCU seized 46 pounds of cocaine, 356 pounds of methamphetamine, .42 pounds of Fentanyl, 100 Fentanyl pills, 36 pounds of marijuana, and 234 unknown/prescription pills within the served jurisdiction. Our strategies to impact Drug Trafficking are resulting in disrupting the supply of available drugs within the served jurisdiction.

5/7/25, 12:20 PM

Individual Application: IA-000000938

Over the past several years, we have seen and documented the successful impact of our program. In 2024, we distributed 800 naloxone kits and 80 naloxboxes over the past two years, which has significantly increased the availability of naloxone throughout the served jurisdiction. Throughout the past four years, we conducted more than 140 drug awareness, drug prevention and outreach training/meetings reaching over 7,500 citizens, students, community partners, and public safety professionals. As a result, in 2024, there were 100 overdoses compared to 177 in 2023, which represents a 44% decline in the number of overdoses. Despite the decline in the number of overdoses, the number of fatalities increased from 13 in 2023 to 27 in 2024, which represents a 107% increase in the number of fatalities. Our Harm Reduction and Treatment and Support Services strategies are effectively reducing the number of overdoses, but the number of fatalities is up due to higher potency of the synthetic opioids within the jurisdiction.

In 2024, FORT added a full-time peer navigator to the team and increased our capacity for referral services. As a result, there were 177 referrals to treatment in 2024 compared to 100 in 2023, which represents a 77% increase in treatment referrals. Our Treatment and Support Services strategies under this project will help us to continue to increase the number of people going to treatment through our robust referral programming and the direct assistance provided by our peer navigator support.

Our program has several documented success stories that we are proud of and have made a long-lasting impact on the community. The Lancaster Fire Department now has a full-time paramedic that is in long term recovery. Through our peer engagement services, FORT assisted him throughout his journey in becoming a paramedic. Through our referral programming, FORT was able to connect an employee of Fairfield County to treatment and recovery services. Also, a young woman, "Samantha", was addicted to methamphetamine. After being connected to recovery treatment through FORT, she has been drug free for more than three years, has a full-time job, is no longer on public assistance, is re-connected with her children, and is helping others live a life free of drugs as a certified peer recovery coach. In addition, FORT is consistently receiving notes, emails, and personal interactions with people who have received assistance and are getting their lives back on track. These people are getting better jobs, securing their first apartment, buying their first home, and being reunited with their children because of the work and collaborations of FORT.

The success of FORT'S comprehensive approach in addressing this drug epidemic has led to our team serving as a mentor to numerous other task forces that desire to start their own program. FORT has mentored the Pickaway County Overdose Response Team, as well as teams in Lorain County, Medina County, Highland County, and programs outside of the state of Ohio. We are proactively sharing our best practices to equip other agencies to improve their approach, which we believe will lead to a greater impact throughout the state of Ohio.

We have faced several obstacles throughout the implementation of our program. The most significant obstacle has been the increased potency of the drug supply, which is a contributing factor to the increased number of overdose deaths referenced above. This requires our team to be more diligent in distributing fentanyl test strips and naloxone kits to protect citizens suffering from SUD. In addition, the lack of community awareness on the dangers and risks of drug use and availability of recovery services has been a consistent obstacle. We are strategically expanding our outreach, training, and engagement efforts within the community to address this obstacle. Finally, the lack of capacity for law enforcement and community partners continues to be an obstacle in our efforts to implement our program. Limited resources and challenges with recruitment of qualified personnel are the primary cause of this obstacle. We are working to address this issue through our strategies to improve the sustainability of our program through increased participation of other law enforcement agencies.

✓ First Project Objective

First Project Objective

1 - OUTPUT OBJECTIVE

The Major Crimes Unit will increase by at least 33% the number of Directed Patrol / Drug Interdiction / Outreach events conducted throughout the jurisdictions served during the grant period. The task force will conduct at least 20 interdictions and 60 outreach events in 2025.

First Project Performance Indicator

As part of their Drug Trafficking and Prevention strategies, the Major Crimes Unit will conduct and report on the combination Drug Interdiction/Directed Patrols/Outreach operations during the grant period. These operations combine targeted interdiction designed to disrupt and impact the supply of drugs entering the jurisdiction, while providing outreach and harm reduction services that provide opportunities for treatment and recovery for low level offenders and increased as access to naloxone.

First Project Baseline Number

The baseline number for this objective is 60. During 2024, the MCU conducted 11 directed patrol / interdiction operations and conducted 49 outreach/educational events. With the support of the multipurpose K9 unit and additional resources committed by participating agencies, the task force will conduct at least 20 interdictions and 60 outreach events, which represents an increase of 33%.

How Will Performance Data Be Collected?

MCU will collect data utilizing its Agency case management system, which is accessible by all the participating agencies and can be disseminated to outside Agencies to enhance collaborative investigations. All information will be reported to OCJS, ODPS, and the Bureau of Justice Assistance. MCU will track outreach and educational events through the CORDATA database in use by FORT. All FORT personnel will enter naloxone distribution within 24 hours of an outreach event or delivery of kits.

✓ Second Project Objective

Second Project Objective

Individuals suffering from SUDs will have greater access to naloxone kits for overdose reversal and experience less barriers to promote its greater use because the Major Crimes Unit will increase the number of naloxone kits distributed throughout the community 10%. This increase will result in more than 880 kits distributed through outreach and community events.

Second Project Performance Indicator

As part of its ongoing Harm Reduction measures, MCU will increase the accessibility of naloxone kits for people with SUD and expand the distribution of these kits to remove the barriers to promote their greater use. MCU will secure assistance from its strategic partners and participate in outreach events. By expanding the distribution of these kits, overdose survivors, family members, and individuals with SUD will have greater access and experience less barriers to use this life-saving drug.

Second Project Baseline Number

The baseline number for this objective is 800. The MCU through its outreach program Project FORT distributed 800 naloxone kits in 2024. These lifesaving kits were distributed through outreach efforts and community events across Fairfield County. Recent statistical data shows that naloxone distributed by Project FORT had been utilized prior to the arrival of first responders in approximately 75% of overdose events in the City of Lancaster.

How Will Performance Data Be Collected?

The Major Crimes Unit will track the distribution of naloxone through the CORDATA database in use by Project FORT. CORDATA has an existing module specifically designed to capture this information. All Project FORT personnel will enter naloxone distribution within 24 hours of an outreach event or delivery of kits as part of community-based events.

✓ Timeline/Activities

Timeline

2ND QUARTER 2025

The grant documentation process will be completed by the Commander and CFO/Grants Coordinator. Statistical data will be retrieved by the Commander and entered into the DISCO system. The Commander and FORT Director will attend regular meetings with the Major Crimes Unit's Education, Treatment and Prevention partners. The FORT Director will attend the monthly Substance Use TF Meeting. The Commander will facilitate and attend a quarterly meeting of the Major Crimes Unit Operating Board. New Detectives will attend the NARCO Basic Drug Undercover Investigations Training. The Commander will attend the quarterly meeting of the Ohio Task Force Commanders Association and Ohio Deflection Association (ODA). The QSR for JAG, DLEF and RO Grants will be submitted, and the Commander will ensure that quarterly HIDTA statistical PMP is submitted. The CFO will complete FORT related DOJ/OCJS COSSAP and Ohio AG Grant reports through their respective Reporting systems. To achieve Objective 1, the Commander will obtain quotes and begin the process to obtain PO's to purchase grant budgeted equipment and services. The Commander and Team Leader will plan and execute at least 30 interdiction/outreach events across the jurisdiction. To achieve objective 2, the FORT Director will ensure that an adequate supply of naloxone kits is available throughout the community to ensure the project objective is met.

3RD QUARTER 2025

The grant documentation process will be completed by the Commander and CFO/Grants Coordinator. Statistical data will be retrieved by the Commander and entered into the DISCO system. The Commander and FORT Director will attend regular meetings with the Major Crimes Unit 's Education, Treatment and Prevention partners. The FORT Director will attend the monthly Substance Use TF Meeting. The Commander will facilitate and attend a quarterly meeting of the Major Crimes Unit Operating Board. Detectives will attend HIDTA sponsored Investigations Training. The Commander will attend the quarterly meeting of the Ohio Task Force Commanders Association and ODA. The Commander will ensure that quarterly HIDTA statistical PMP is submitted. The CFO will complete FORT related DOJ/OCJS COSSAP and Ohio AG Grant reports through their respective Reporting systems. To achieve Objective 1, the Commander will obtain and put into service equipment and services purchased through the grant. The Commander and Team Leader will plan and execute at least 30 interdiction/outreach events across the jurisdiction. To achieve objective 2, the FORT Director will ensure that an adequate supply of naloxone kits is available throughout the community to ensure the project objective is met.

4TH QUARTER 2025

The grant documentation process will be completed by the Commander and CFO/Grants Coordinator. Statistical data will be retrieved by the Commander and entered into the DISCO system. The Commander and FORT Director will attend regular meetings with the Major Crimes Unit 's Education, Treatment and Prevention partners. The FORT Director will attend the monthly Substance Use TF Meeting. The Commander will facilitate and attend a quarterly meeting of the Major Crimes Unit Operating Board. Detectives will attend HIDTA sponsored Investigations Training. The Commander will attend the quarterly meeting of the Ohio Task Force Commanders Association. The Commander will ensure that quarterly HIDTA statistical PMP is submitted. The CFO will complete FORT related DOJ/OCJS COSSAP and Ohio AG Grant reports through their respective Reporting systems. To achieve Objective 1, the Commander will obtain and put into service equipment purchased through the grant. The Commander and Team Leader will plan and execute at least 10 interdictions across the jurisdiction. To achieve objective 2, the FORT Director will ensure that an adequate supply of naloxone is available throughout the community to ensure the project objective is met.

1ST QUARTER 2026

The grant documentation process will be completed by the Commander and CFO/Grants Coordinator. Statistical data will be retrieved by the Commander and entered into the DISCO system. The Commander and FORT Director will attend regular meetings with the Major Crimes Unit 's Education, Treatment and Prevention partners. The FORT Director will attend the monthly Substance Use TF Meeting. The Commander will facilitate and attend a quarterly meeting of the Major Crimes Unit Operating Board. The Commander will attend the quarterly meeting of the Ohio Task Force Commanders Association and ODA. The QSR for JAG, DLEF and RO Grants will be submitted, and the Commander will ensure that quarterly HIDTA statistical PMP is submitted. The CFO will complete FORT related DOJ/OCJS COSSAP and Ohio AG Grant reports through their respective Reporting systems. To achieve Objective 1, the Commander will obtain and put into service any remaining equipment purchased through the grant. The Commander and Team Leader will plan and execute at least 10 interdiction/outreach events across the jurisdiction. To achieve objective 2, the FORT Director will ensure that an adequate supply of naloxone available throughout the community to ensure the project objective is met.

✓ Organization/Capacity

Organization Capacity

MCU is committed to its Mission Statement, which states the following: Through a comprehensive approach and while maintaining the highest level of professional, ethical, legal, and moral standards the South-Central Ohio Major Crimes Unit will enforce controlled substance statutes and provide meaningful outreach to the communities it serves. MCU has three strategic pillars consisting of Enforcement/Education/Outreach. For over 20 years, MCU has provided effective narcotics enforcement for our areas of responsibility. While our manpower has suffered the last few years, we have evolved and found new ways to stay effective in the scourge of narcotics that continue to plague central Ohio. Through investments in technology and building meaningful relationships, MCU continues to be effective in this fight.

The Project Director/Commander Scott Duff is a 38-year veteran law enforcement officer, with 31 of those years spent working in and on covert narcotics operations. Commander Duff oversees the South-Central Ohio Major Crimes Unit and Project Fort, the outreach/deflection team that is managed within the scope of the Major Crimes Unit. Commander Duff is responsible for setting the philosophical approach to the Major Crimes Unit AND establishes meaningful relationships with community leaders and stakeholders within the footprint of the Major Crimes Unit. Commander Duff has carried that philosophy during his long tenure in law enforcement, and has led and built teams, supervised units and has managed multiple grants throughout his career. These grants have been responsible for providing valuable dollars and assets that have benefitted Ohio's law enforcement landscape for several years.

Commander Duff is a proud graduate of The Ohio State University and has held multiple leadership positions in professional organizations throughout his career. Commander Duff is currently the Vice President of the Ohio Deflection Association, a professional organization established to provide guidance and leadership to deflection teams throughout the state. Commander Duff has also completed a multitude of training classes and seminars relating to narcotics investigations, deflection, treatment and recovery, and most recently, completed the Professional Development Academy, which is offered by the National Association of Counties. Commander Duff is also the law enforcement representative on the Fairfield County Veterans Court and the Fairfield County Drug Court. He is also the co-chair of the Fairfield County Opiate Task Force.

The Major Crimes Unit itself is supported by five grant paid positions; Commander (1 FTE), Project FORT Director (1 FTE), and the Property Room Custodian (.5 FTE) all funded with the OCJS Grants such as DLEF, Recovery Ohio, and the ARPA Violent Crime grant. The Chief Financial Officer/Grants Coordinator (1 FTE) and a civilian Peer Supporter (1 FTE) are currently funded by the USDOJ COSSAP Grant.

In addition, the collaboration between participating agencies includes the following personnel and resources assigned to the project; seven Narcotics Detectives from the following law enforcement agencies: Fairfield County Sheriff (2 FTE) one who acts as a long-term investigator, and one assigned as an interdiction unit; Lancaster Police Department (2 FTE), One long term detective who serves as the team leader and K9 handler and one long term investigator; Logan Police Department (1 FTE) long term investigator; Pickaway County Sheriff's Office (1 FTE) long term investigator; and Ohio National Guard Counter Drug Program (1 FTE) Intelligence Analyst. Both the Logan PD and Ohio University PD positions are vacant due to staffing shortages. The task force interdiction efforts are bolstered by the Lancaster PD's Directed Patrol Unit, whose

4 officers work with the task force almost daily.

As part of the Major Crimes Unit's investigative activities every assigned Detective is required to enter all investigative activity to include operations, suspects, vehicles and telephone numbers in the Ohio HIDTA sponsored deconfliction software program "Case Explorer".

✓ Collaboration Board

Collaboration Board

The project directly benefits Fairfield County, Pickaway County, the City of Logan within Hocking County, and Ohio University within Athens County. The by-laws agreement for Major Crimes Unit establishes the participation agencies through a committee of government officials, which approve and coordinate the covert law enforcement operation in conformity with the interest of the public and law enforcement organizations within the served jurisdiction. This committee is the Operating Board. The Board is responsible for monitoring the daily activities and effectiveness of the Major Crimes Unit. The Operating Board meets quarterly with the Project Director/Commander to review all unit activities. Operating Board Membership consists of the following:

Kyle Witt, Fairfield County Prosecutor; Alex Lape, Sheriff, Fairfield County; Jerry Mellinger, Chief of Police, City of Logan; Jennifer Graham, Hocking County Prosecutor; Nick Snyder, Chief of Police, City of Lancaster; Andrew Powers, Chief of Police, Ohio University; Mathew Hafey, Sheriff Pickaway County; and Jamie Fountain, Pickaway County Prosecutor.

Through Project FORT, the Major Crimes Unit has established relationships with key stakeholders across Fairfield County. These partners meet monthly to discuss Project FORT operations and how to enhance the collaboration more effectively. Although a formalized collaboration board does not exist, this informal group has demonstrated its commitment to the collaboration through participation in the project, MOU's, contracts for services, fundraising, and direct commitments of personnel and resources. These partners include:

The Fairfield County Commissioners, Fairfield County Jobs and Family Services, Fairfield County ADAM Board, Fairfield County Health Department, Fairfield Community Health, Fairfield County Prosecutors Office, City of Lancaster, City of Pickerington, Lancaster Fire Department, Violet Twp. Fire Department, Fairfield County EMS Association, The Recovery Center, New Horizons Behavioral Health, Fairfield Medical Center, Mt. Carmel/Diley Ridge Medical Center, Fairfield Mental Health Consumer Group, Lancaster Recovery Services, The Recovery Center, Integrated Services, CareSource, Miami University, Faith Based Coalitions, Community Members, Ohio Guidestone, Creed of Recovery, Sun Behavioral Systems, and the Ohio Attorney General's Office.

Executive Summary

Purpose Statement

Purpose Statement:

The purpose of our project is to enable Law Enforcement to employ progressive strategies and collaborate with its community partners through education, treatment, and prevention efforts to maximize disruption and stem the flow and use of illegal drugs.

According to the Ohio Substance Abuse Monitoring Network, between 2012-2023 methamphetamine (meth) and fentanyl have continued to grow in popularity leading to a devastating impact on people and communities throughout Ohio, especially the jurisdiction served by the MCU. In 2024, Fairfield County alone experienced 100 overdoses with 27 fatalities. In addition, the supply of these drugs remains a challenge. Between January and November of 2024, the MCU seized 46 pounds of cocaine, 356 pounds of meth, .42 pounds of Fentanyl, 100 fentanyl pills, 36 pounds of marijuana, and 234 unknown/prescription pills within the served jurisdiction. Although successful in our enforcement efforts, there is a significant need to raise community awareness of the available recovery resources for those in the community struggling with substance use disorders. Perhaps the most disturbing impact of this illegal activity is the toll on human life. Individual lives, families, and communities are negatively impacted, often changed forever by drug use and its associated crimes.

Per 2023 US Census estimates the South-Central Ohio Major Crimes Unit serves a population of 248,605 people who reside in just over 1,025 square miles of suburban and rural communities some of which are part of the Appalachian Region of Ohio. That population is nearly 93% Caucasian, 1.49% African American, 1.9% Asian, 1.46% Hispanic, with the remainder identifying as other races and having a median per capita income of \$21,360. The MCU serves two counties that include Fairfield County and Pickaway County, in addition to the City of Logan located within Hocking County, and Ohio University located within the City of Athens in Athens County. The jurisdiction is located just 27 miles southeast of Columbus, Ohio. U.S. Route 33, traverses through three of the counties and connects Columbus to the region. US Route 23 in Pickaway County is a primary corridor that easily connects Detroit Michigan to Columbus and other southwestern source cities of drugs like Cincinnati and Dayton Ohio.

To address this problem within the served jurisdiction, the South-Central Ohio Major Crimes Unit (MCU) and the Fairfield County Overdose Response Team (FORT) will build upon the progress made from previous Recovery Ohio programs. Our project will support Recovery Ohio's program areas of Drug Trafficking, Prevention, and Harm Reduction. The MCU team will decrease the supply of drugs by conducting drug interdiction and directed patrol activities that target and disrupt the flow of money and drugs. These activities will leverage technology and utilize law enforcement communication networks to identify mid to high level drug

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traffickers. We will also strengthen law enforcement's prevention role within schools and communities through training programs, outreach activities, and using past best practices to expand our presence as role models and supporters in responding to substance abuse. These outreach initiatives include civilian peer supporters who are embedded within law enforcement. The project will also support Recovery Ohio's program areas of Harm Reduction and Treatment and Recovery Supports. We will continue to build a robust distribution network for naloxone kits and fentanyl strips by collaborating with community partners that include churches, schools, hospitals, veteran associations, prisons, community centers, government agencies, and private businesses. By expanding the distribution network for these testing kits, MCU will increase the opportunity for substance abusers to have access to critical support services that will help to prevent drug overdoses and fatalities.

Project Description

Project Description:

Our project will be led by the Major Crimes Unit is a multi-jurisdictional Law Enforcement Task Force whose primary focus is drug enforcement but who is frequently called upon to assist its Law Enforcement partners in the investigation of other serious criminal offenses which often have a direct nexus to drugs. The Fairfield County Overdose Response Team (FORT) is a partnership between the MCU. Fire/EMS. Education. Treatment. Prevention. Community leaders, Faith Based Groups, and community stakeholders to support community outreach and engagement.

Our project approach includes complex conspiracy investigations designed to impact the supply of drugs entering the jurisdiction, street level interdiction addressing quality of life complaints and a robust outreach program connecting those with substance use disorders with available treatment and recovery options outside of the criminal justice system. These outreach initiatives include civilian peer supporters hired by the task force, harm reduction strategies like distributing nasal naloxone, Fentanyl test strips and embedding the outreach program within the enforcement project.

Through our comprehensive approach, the MCU endeavors to enforce controlled substance statutes, coupled with robust prevention, education, and outreach strategies designed to impact the supply and demand for illicit and pharmaceutical drugs of abuse within the jurisdiction. We believe this multifaceted approach is a more comprehensive way to address these complex issues and provide our communities with long term sustainable positive outcomes

✓ Closeout Information

Closeout Date

Denial Notes

✓ System Information

Created By

jeffrey.duff (/s/profile/005cs00000HuRADAA3), 12/31/2024, 10:01 AM

Created Date 12/31/2024, 10:01 AM



Last Modified By

Jamie (/s/profile/005BY000000U8FeYAK), 5/6/2025, 12:59 PM

Last Modified Date 5/6/2025, 12:59 PM

Grantee Signed

Application Quick Links.

TITLE PAGE

PROBLEM STATEMENT/TARGET POPULATION

PROJECT DESCRIPTION

SUSTAINABILITY/ACCOMPLISHMENTS/OBSTACLES

PROJECT OBJECTIVES

Individual Application: IA-000000938

TIMELINE/ACTIVITIES

ORGANIZATION CAPACITY

COLLABORATION BOARD

EXECUTIVE SUMMARY

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$75,000.00 competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00 – competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- Public Improvement contracts competitively selected pursuant to R.C. 153.08-153.12 C.
- D. Architect/Engineer design services for public improvements selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- County Road Improvement/Construction competitively selected pursuant to R.C. 5555.61 E.
- The subject matter was exempt from competitive selection for the following reason(s): F.
 - Under \$75,000 1.
 - 2. State Term #:____ _____ (copy of State Term Contract must be attached)
 - ODOT Term #:_____ (See R.C. 5513.01) 3.
 - Professional Services (See the list of exempted occupations/services under R.C. 307.86) 4.
 - 5. Emergency (Follow procedure under ORC 307.86(A))
 - Sole Source (attach documentation as to why contract is sole source) 6.
 - 7. Other:

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

(cite to

- 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on http://ffr.ohioauditor.gov/)
- Obtained 3 quotes for purchases under \$75,000 (as applicable) 3.
- Purchase Order is included with Agreement 4.

Signed this ______, 20_____, 20_____,

y heland

* 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.*



Mike DeWine, Governor Jim Tressel, Lt. Governor

Andy Wilson, Director

Office of Criminal Justice Services

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2025-RO-ETF-53235 Tide: South-Central Ohio Major Crimes Unit

In accordance with the Recovery Ohio Law Enforcement provisions of §373.20. of Am. Sub. H.B. No. 166 of the 133rd Ohio General Assembly, enacted July 18, 2019, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Subgrantee:	Fairfield County Commissioners						
Implementing Agency: Award Periods: Closeout Deadline:	Fairfield County SHeriff 05/01/2025 to 04/30/2026 06/29/2026						
Award Amounts:	OCJS Funds:	\$133,100.00	100%				
	Cash Match:	\$0.00	0%				
	Inkind Match:	\$0.00	0%				
	Project Total	\$133,100.00	100%				

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

Dehner

Nicole M. Dehner, Executive Director Ohio Office of Criminal Justice Services

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for the compliance with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept

this subgrant on behalf of the Implementing Agency.

12025

Alex Lape

05/05/2025

Award Date

County Commissioner Steven Davis Date

County Commissioner Jeff Fix Date

County Commissioner Dave Levacy

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

Date

Prosecutor's Approval Page

Resolution No.

A resolution to authorize the Fairfield County Commissioners to sign the Fairfield-Hocking Athens Major Crimes Unit Subgrant Award Agreement for Recovery Ohio 2025

(South Central Major Crimes Unit)

Approved as to form on 5/8/2025 5:18:13 PM by Amy Brown-Thompson,

(Any Brown Thompson

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

Resolution No. 2025-05.13.r

A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for Recovery Ohio 2025

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.s

A resolution to advance match funds to the South Central Ohio Major Crimes Unit Subgrant Award for Recovery Ohio 2025

WHEREAS, the South Central Ohio Major Crimes Unit has received a 2025 Recovery Ohio Grant (2025-RO-ETF-R557) in the amount of \$133,100.00; and

WHEREAS, advances of allocations are necessary in the amount of \$50,000.00 for the purpose of paying vendors for approved grant purchases; and

WHEREAS, said advances shall be repaid to the General Fund when monies are received from OCJS.

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

Section 1. Request that the Fairfield County Auditor make the following advance:

 DEBIT
 1001 090000 General Fund Advance
 <\$50,000.00>

 CREDIT
 8371 223001 Recovery Ohio-OCJS Advance In
 \$50,000.00

Section 2. Request that the advances be paid back to the General Fund, no later than December 15, 2026.

Prepared by: Christy Noland cc: MCU Commissioners: Christina Foster **Section 1.** Request that the Fairfield County Auditor make the following advance:

 DEBIT
 1001 090000 General Fund Advance
 <\$50,000.00>

 CREDIT
 8371 223001 Recovery Ohio-OCJS Advance In
 \$50,000.00

Section 2. Request that the advances be paid back to the General Fund, no later than December 15, 2026.

Prepared by: Christy Noland cc: MCU Commissioners: Christina Foster

Resolution No. 2025-05.13.s

A resolution to advance match funds to the South Central Ohio Major Crimes Unit Subgrant Award for Recovery Ohio 2025

(South Central Major Crimes Unit)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2025-05.13.t

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 May 15, 2025.

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

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance cc: Finance Office

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Check #	Check Date	Vend # Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 - CO	MMISSION	IERS ADMIN						
	FUND: 10	01 - GENERAL FUND						
1590404	5/15/2025	80132 AUNDREA N CORDLE	5/5/2025	5/5/2025	342	C0513	COUNTY ADMINISTRATOR MEETING 5/5	44.24
1590404	5/15/2025	80132 AUNDREA N CORDLE	4/30-5/1/25	4/30/2025	342	C0513	GRANT WORKSHOT & CONSTRUCTION UPDATE	28.84

TOTAL: COMMISSIONERS ADMIN 73.08

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Check #	Check Date	Vend # Vendor Name	Invoice #	Invoice Date	PO # Warrant	Line Item Description	Amount
		NOMIC DEV 897 - WORKFORCE STATE CAPITAL PROJ					
5427253	5/15/2025		50709	5/6/2025	24008009 C0513	ACCT# 50065 (WORKFORCE CENTER EXPENSES)	223,231.19
						TOTAL: COMM-ECONOMIC DEV	223,231.19

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department

Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270 - CC	MM-MAIN FUND: 34	-	E MANENT IMPROVEMENT FUND						
5427254	5/15/2025	18498	GREYSTONE CONSTRUCTION COMPANY	33114	5/5/2025	2500424	4 C0513	Engineer's Salt Barn	117,850.00
								TOTAL: COMM-MAINTENANCE	117,850.00
								Summary Total for this report:	341,154.27

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$73.08
1201 - COMM-ECONOMIC DEV	\$223,231.19
1270 - COMM-MAINTENANCE	\$117,850.00
Summary Total For This Report:	\$341,154.27

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Resolution No. 2025-05.13.t

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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