

Regular Meeting #27 - 2023
Fairfield County Commissioners' Office
June 27, 2023

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room at 210 E. Main St., Lancaster. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Rick Szabrak, Tony Vogel, Amy Brown-Thompson, Steven Darnell, Dr. Carri Brown, Lisa McKenzie, James Bahnsen, Jason Grubb, Mitch Noland, Josh Crawford, Tiffany Wilson, Park Russell, Holly Mattei, Donna Stalter, Elyssa Wanosik, Dr. David Uhl, Jeff Beard, Stacey Bergstrom, Cara Finney, Jim Bahnsen, Kaelyn Covington, and Jonett Haberfield.

Attending virtually: Jeff Fix, Jim Bahnsen, Jeanie Wears, Josh Horacek, Jessica Murphy, Ashley Arter, Jeff Barron, Marcy Fields, Jared Collins, Shelby Hunt, Stacy Hicks, Lori Hawk, Tiffany Murphy, Toni Ashton, Mandi Crist, Barb Martin, Tony Howard, Sara Madenwald, Greg Forquer, Becky Belleau, Brian Wolfe, and Nikki Drake.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and spoke about the 4th of July holiday and added that the next Board of Commissioners' meeting is scheduled for July 11th, 2023.

Commissioner Levacy spoke about his excitement regarding 4th of July celebrations.

Commissioner Fix, who was in attendance virtually, provided he could not vote as a virtual attendee but appreciated the ability to participate in the meeting.

IT Director, Dan Neeley, introduced the newest member to the IT staff, Jesse Harvey.

Mr. Harvey spoke about his work experience and stated he is excited to be working for Fairfield County.

Listen & Learn, Facilities Update with Jon Kochis

EMA and Facilities Director, Jon Kochis, provided an update on completed and current projects, as well as a PowerPoint with pictures of facility updates and facility related data.

Commissioner Davis spoke on the Visitation's Center's future space at 407 E. Main Street; which allows for a more conducive environment for families to meet.

Mr. Kochis spoke about the Child Protective Services (CPS) visitation and Intake Team moving from Tussing Road to their new space at the Fairfield Center.

County Administrator, Aundrea Cordle, added that it is exciting for Job and Family Services (JFS)-CPS to be placing intake staff at the Fairfield Center.

Mr. Kochis stated that signage at the Fairfield Center has been updated.

Commissioner Levacy asked if there were additional signage issues, including any issues with sign uniformity.

Mr. Kochis spoke about continuing signage updates and provided that the Sheriff's Sub Station was receiving its final touches. He stated that the US House of Representatives District OH-12, Representative Balderson's District, is leasing space at the Fairfield Center.

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Commissioner Davis stated that having Representative Balderson at the Fairfield Center aids the Commissioners when trying to communicate on various matters.

Commissioner Levacy added that it is a benefit for Representative Balderson's office to be located near the Sheriff's Sub Station.

Mr. Kochis stated that the title office space is one of only three title offices in the State with a drive thru window. He added that the JFS-CPS Intake Team is operating in the lower level under the Title Office and spoke about the flow of the space and the outside setting. Mr. Kochis stated that New Horizons is leasing space which is also under the Title Office and stated that there will also be a training space and area for Emergency Backup Services.

Commissioner Davis asked about a scenario in which emergency backup services would be used.

Mr. Neeley stated that the backup services would be a light switch concept and they could be flipped on if there were issues with the servers at the Administrative Courthouse.

Commissioner Davis asked if this would protect against any system viruses.

Mr. Neeley stated this would be about building issues, solar power outages, and that other safeguards are in place to protect against a system virus.

Mr. Kochis continued by speaking about the large conference room at the Fairfield Center. He stated it is an upper level conference space and the that lower level of the building has a small conference room with a kitchen. He added that the spaces are access controlled and that the Ohio BMV is expected to lease space once their current lease has expired. Mr. Kochis continued by speaking about planned projects and project expenses. He added that the county is receiving lease revenues and is saving money previously spent by leasing Title Office space. He closed by stating that the county has never had this level of service in the northwest corner of the county.

Commissioner Davis asked about the anticipated return on investment (ROI) at the Fairfield Center and asked if it will be close to 4%.

Mr. Kochis stated that the ROI is anticipated to be close to 4%.

Commissioner Fix added that offering the services in the northwest corner of the county, where there is a population of 50k people, is significant.

Commissioner Levacy stated that it is rare to have an opportunity to purchase property that is so perfectly designed for your needs.

Mr. Kochis spoke about the possibility of providing Driver Exam services at the Fairfield Center.

Administrator Cordle thanked Mr. Kochis and the entire team that has been involved with the Fairfield Center purchase and renovation.

Citizens to Protect Children and Elderly Presentation, Stacey Bergstrom

Stacey Bergstrom, a volunteer with the Citizens to Protect Children and the Elderly, noted that the 7th Annual Blue Ribbon Run fundraiser would take place in September. Ms. Bergstrom introduced the other volunteers in attendance with her, Cara Finney, and Donna Stalter.

Commissioner Davis asked about the expiration of the current Protective Services levy. Ms. Bergstrom stated the levy is a 10 year levy which will expire in 2027.

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Commissioner Fix stated he had attended Citizen to Protect Children and the Elderly fundraising events in previous years and was impressed by the turnout.

Job and Family Services Director, Corey Clark, stated that the levy committee is closely watching funds and will most likely decide when to place the next levy, perhaps in 2025.

Commissioner Levacy stated that Protective Services is a much needed service and added that he is appreciative that Citizens to Protect Children and the Elderly are working to get the levy passed when it is needed.

Commissioner Davis thanked the presenters for their levy fundraising support and for presenting at the meeting.

Visit Fairfield County Board Member Interview, Jeff Beard

Jeff Beard spoke on his professional career and volunteer boards in which he had served and stated his interest in serving on the Visitors & Convention Bureau Board, also known as Visit Fairfield County.

Commissioner Davis stated that he has received positive recommendations from staff regarding Mr. Beard.

Commissioner Fix spoke about Mr. Beard's impressive resume and thanked Mr. Beard for his willingness to serve.

Executive Director of Visit Fairfield County, Jonett Haberfield approached the podium and spoke about sites in Ross and Licking Counties that may become UNESCO World Heritage designations. She stated that these designations would have a huge impact on tourism in Fairfield County.

Commissioner Davis spoke about a reference to a designation and asked for clarification.

Ms. Haberfield stated that the possible designation has been a 10 year process, and would involve various earthworks sites.

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

American Rescue Plan Update

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$25M has been appropriated, \$14M expended, \$5M encumbered or obligated.

Economic Development Intern

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Economic and Workforce Development Director, Rick Szabrak, introduced Kaelyn Covington who is an Economic and Workforce Development team intern through the Mid-Ohio Regional Planning Corporation.

Ms. Covington stepped to the podium and spoke briefly about her schooling and a mentor who led her to the internship opportunity.

Mr. Szabrak stated that Ms. Covington has been a great asset especially with the Workforce Center's Summer Camps.

Ohio BUILDS Water Infrastructure Grant Projects – Round 4

On June 16, 2023, Ohio Governor Mike DeWine announced the fourth round of water infrastructure grant funding awarded through Ohio BUILDS.

The Walnut Creek Sewer District (Fairfield County) will receive a \$2,951,500 grant for wastewater treatment plant improvement project for Thurston and Pleasantville villages.

The current system is operating at 83% capacity and is not equipped to handle wet weather events, exceeding pollutant discharge levels into Little Walnut Creek. The project will benefit 1,692 people.

Public Defender Memo on County Reimbursement

The Office of the Ohio Public Defender (OPD) issued a memorandum to appointed counsel, county public defender offices, judges, court administrators, auditors, and county commissioners regarding the indigent defense reimbursement rate for State Fiscal Year 2023.

In the memo, OPD states that due to an increase in monthly submissions, the final months of the fiscal year will be reimbursed at 66%, for a final fiscal year average of 79%. The memo notes that this is the second highest reimbursement rate that counties have received. While that is true, it is well short of the 100% reimbursement that was estimated at the time the current state operating budget was finalized. A copy of this memo is in the Review packet.

While the memo does not discuss reasons why the monthly submissions have increased, a growth in caseloads and rising hourly fees both likely play a part. It is important to remember that the provision of indigent defense is a constitutional mandate upon the states. Counties have little to no control over any of the factors at play but are currently required to pay for the system, with reimbursement from the state. As last week's memo highlights, reimbursement is uncertain.

Fairfield County has experienced a 67.92% reimbursement rate for the calendar year of 2023. Last calendar year we were at 90%.

Commissioner Davis expressed his disapproval of the indigent defense reimbursement rates.

Commissioner Fix stated he has had continuous conversations with State Representative LaRe who is involved in the state budget. The request for increased funds was received well but he remains skeptical of the Public Defender's Office's projections.

Elected Official and Department Head Roundtable

The next Roundtable is July 18 from 1-4 at the Workforce Center

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Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 32 resolutions for the voting meeting, including the addition of a resolution to appoint Jeff Beard to the Visit Fairfield County Board.

Resolutions of note:

- A resolution to approve a memo receipt and memo expenditure for the issuance of the Airport Improvement Bonds, Series 2023.
- A resolution authorizing the approval of a construction agreement with Setterlin Building Company for the Administration Building at the Board of Developmental Disabilities.
- A resolution regarding the DHL TIF in Violet Township.

Economic and Workforce Development Director, Rick Szabrak, stated these will reinvest tax revenue and will go towards improvements to infrastructure along that corridor.

- A resolution approving the RLF Loan documents for Lava Wash.
- A resolution for the approval of the Residential Public Infrastructure Grant application.

Budget Review

- Budget Director, Bart Hampson, stated he would have figures to provide at an upcoming meeting.

Recognition

- Following the Heritage Association tour, Curt Truax and the mapping technicians worked quickly to make copies of the Zane's Trace map and other maps for requests from the Sherman Museum and members of the public. Thanks, again, to the volunteers who provided good information and tours (to about 300 people) over the weekend. Some of the attendees lived in the building at 108 N. High previously (in apartments on the second floor) and others knew the owners and occupants of the building in the past. One attendee is celebrating her 100th birthday next week.
- Two property owners reached out to say they were impressed with the Board of Revision process this year; they commented on the efficiency and organization of the hearings – as well as the speed at which follow up letters were sent.
- Thanks to Greg Forquer for attending the American Society of Farm Managers and Rural Appraisers meeting last week. There was a lot of discussion about pending legislation, of which there is general favor of the concept of the Ohio Department of Taxation using three-year averages of values, as opposed to a current value as of the tax lien date.

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Calendar Review/Invitations Received

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*
 - South Licking Watershed Conservancy District Meeting, June 27, 2023, 6:00 p.m., Hebron Municipal Complex, 934 W. Main St., Hebron
 - WIC Open House, June 28, 2023, 2:00 p.m., Fairfield County Health Department, 1550 Sheridan Dr., Suite 102, Lancaster

Correspondence

- *Provided by Ms. Menningen*
 - Memorandum, Office of the Ohio Public Defender, June 23, 2023, Update on FY23 Reimbursement Rate
 - Indigent Defense Report, YTD June 26, 2023
 - Ohio Department of Development Audit Report, Audit Date February 28, 2023, Conclusions Report Dated June 7, 2023
 - Press Release, Office of County Auditor, June 22, 2023, "Auditor's Office to Feature Copy of 1801 Petition to Congress for Creation of Fairfield County During Heritage Association's Tour of Homes"
 - Photos from the Auditor's Office of Heritage Association's Tour of Homes, June 24 – June 25, 2023
 - Memo from Dr. Carri Brown, County Auditor, June 22, 2023, Subjects: Budget Update/Request from the Legislative Services Commission; Appraisal and Board of Revision Videos; Hunters Run Conservancy District Update; Heritage Tour; and Tax-Exempt Properties
 - Fairfield County Job & Family Services e-Link, Summer 2023
 - Fairfield County Health Department Bulletin, June 21, 2023, "Countywide Mosquito Program in Full Effect"
 - Fairfield County Health Department Bulletin, June 22, 2023, Ohio Women, Infants, and Children Program Open House, June 28, 2023, 2:00 p.m. – 4:00 p.m., 1550 Sheridan Dr., Suite 102, Lancaster
 - Letter from The Lancaster Cause – Tour de Cause, Re: The Recovery Center
 - Letters from Fairfield County Residents Regarding Solar Projects

Old Business

Commissioner Davis stated he was thrilled to hear the update from the steering committee for the Land Use Plan.

Commissioner Levacy spoke about touring the South School and added that he was excited to see the space converted to good use.

Commissioner Fix stated his appreciation for Representative LaRe and his work on the state budget.

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Commissioner Davis spoke on a proposal in the budget bill that would require states workers to work four days a week at state agencies. He added that the logistics of the return will present difficulties for many agencies and their employees, and also spoke about touring the Decorative Arts Center of Ohio (DACO) and encouraged everyone to visit DACO.

Treasurer Bahnsen stated he is involved with the Fairfield County 4th of July Committee and looks forward to the fireworks display.

Recorder McKenzie spoke on her office's new space which has been well received by the public and has improved office efficiencies.

County Auditor, Dr. Carri Brown, spoke about the upcoming newsletter from her office and mid-year revenues. She added that she enjoyed the Heritage Tour and was surprised by the amount of County employees who came through the 108 N. High St. building.

New Business

Commissioner Davis asked Ms. Brown-Thompson if there were any issues with starting the public hearing after the scheduled time.

Ms. Brown-Thompson stated there are no issues with starting a noticed public hearing late, but that you cannot start it early.

Regular (Voting) Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room at 210 E. Main St., Lancaster. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Rick Szabrak, Tony Vogel, Amy Brown-Thompson, Steven Darnell, Dr. Carri Brown, Lisa McKenzie, James Bahnsen, Jason Grubb, Mitch Noland, Josh Crawford, Tiffany Wilson, Park Russell, Holly Mattei, Donna Stalter, Elyssa Wanosik, Dr. David Uhl, Jeff Beard, Stacey Bergstrom, Cara Finney, Jim Bahnsen, Kaelyn Covington, and Jonett Haberfield.

Attending virtually: Jeff Fix, Jim Bahnsen, Jeanie Wears, Josh Horacek, Jessica Murphy, Ashley Arter, Jeff Barron, Marcy Fields, Jared Collins, Shelby Hunt, Stacy Hicks, Lori Hawk, Tiffany Murphy, Toni Ashton, Mandi Crist, Barb Martin, Tony Howard, Sara Madenwald, Greg Forquer, Becky Belleau, Brian Wolfe, and Nikki Drake.

Pledge of Allegiance

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

Announcements

Ms. Menningen explained that Resolution 2023-06.27.00, pertaining to the grant application, would be voted on after the Residential Public Infrastructure Grant Hearing.

Approval of Minutes for June 20, 2023

On the motion of Dave Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, June 20, 2023, meeting.

Roll call vote of the motion resulted as follows:

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Voting aye thereon: Dave Levacy and Steve Davis

Approval of Resolutions from the Board of Commissioners

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

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| 2023-06.27.a | A resolution to appropriate from unappropriated; and to approve a memo receipt and memo expenditure for fund# 4895, Airport Improvement Bonds, Series 2023. |
| 2023-06.27.b | A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Capital Improvement Fund # 3435. |
| 2023-06.27.c | A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865. |
| 2023-06.27.d | A resolution to appropriate from unappropriated into a major expenditure object for fund# 4794 & a fund to fund transfer from Debt Service fund# 4794 to the Board of Developmental Disabilities Fund# 2060. |
| 2023-06.27.e | A resolution to approve the quarterly deposit to the Stop Loss Pool Sub Fund by memo receipt and memo expenditure. |

Commissioner Davis noted that Commissioner Fix is attending virtually, but per legislative ruling, is unable to vote when attending online.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Dave Levacy and Steve Davis

The Commissioners wished to vote to approve the appointment of Jeff Beard to the Visit Fairfield County Board.

Ms. Menningen provided the language for a resolution to approve Mr. Beard.

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

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| 2023-06.27.ff | A resolution approving the appointment of Jeff Beard to fill the mid-term vacancy on the Fairfield County Visitors and Convention Bureau Board |
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Roll call vote of the motion resulted as follows:

Voting aye thereon: Dave Levacy and Steve Davis

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

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

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2023-06.27.f A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 2689, subfund#8328 for the FY2023GR Adult Based Corrections Grant & Advance from the General fund

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

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

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

2023-06.27.g A resolution authorizing the approval of a construction agreement with Setterlin Building Company.

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

Approval of Resolutions from Fairfield County Economic and Workforce Development

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

2023-06.27.h A resolution declaring the improvement of certain parcels in unincorporated Violet Township, Fairfield County, Ohio, to be a public purpose and exempt from real property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80.

2023-06.27.i A resolution to approve loan documents to fund Lava Wash, LLC as a Fairfield County Revolving Loan project.

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

Approval of Resolutions from the Fairfield County Emergency Management Agency

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

2023-06.27.j A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds in #2707 - Sub Fund #8300.

2023-06.27.k A resolution to request appropriations for receipts for EMA Emergency Management Performance Grant – Supplemental Award, Fund #8260.

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

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Approval of Resolutions from the Fairfield County Engineer

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

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| 2023-06.27.l | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies. |
| 2023-06.27.m | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services. |
| 2023-06.27.n | A resolution to approve a change order for the 2023 Crack Sealing Project. |

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

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

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

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| 2023-06.27.o | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8157 – MSY FCSS Fund – Family Adult Children First |
| 2023-06.27.p | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8307 – OCTF Perinatal Cluster Fund – Family Adult Children First |
| 2023-06.27.q | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8154 – SAFE KIDS Fund – Family Adult Children First |

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

Approval of Resolutions from Fairfield County Job and Family Services

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

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| 2023-06.27.r | A resolution authorizing the approval of a service contract for location services between The County Commissioners Association of Ohio and Fairfield County Job & Family Services, Child Support Enforcement Agency. |
| 2023-06.27.s | A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services |

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- 2023-06.27.t An Administrative Approval of a Memorandum of Understanding between Kinnect and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division
- 2023-06.27.u A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and NECCO, Inc.
- 2023-06.27.v A resolution regarding a purchase service contract between TeenWorks and Job & Family Services.
- 2023-06.27.w A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Creative Coach Company
- 2023-06.27.x A resolution authorizing the approval of a purchase of service contract by and between Fairfield County Job & Family Services, Community Services and Center for DisAbilities and Cerebral Palsy, Inc.
- 2023-06.27.y A resolution authorizing the approval of a purchase of service contract by and between Fairfield County Job & Family Services, Community Services and Lancaster-Fairfield Public Transit System, LLC.

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

Approval of Resolutions from the Fairfield County Juvenile and Probate Court

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

- 2023-06.27.z A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund.
- 2023-06.27.aa A resolution authorizing the approval of amendment #2 to the FY23 Grant Agreement with the Ohio Department of Youth Services.

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

Approval of a Resolution from the Fairfield County Sheriff

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

- 2023-06.27.bb A resolution authorizing the approval of an advance from the General Fund to Fund 2593 Concealed Handgun License.

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

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Approval of a Resolution from Fairfield County Veterans Services

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

2023-06.27.cc A resolution authorizing the purchase of a 2022 Chrysler Voyager LX Van

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

Approval of the Payment of Bills

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

2023-06.27.dd A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

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

Stormwater Design Manual Public Hearing – 10:15 a.m.

Mitch Noland, from the Fairfield County Engineer's Office, began speaking at 10:27 a.m. about the Fairfield County, Ohio, Stormwater Design Manual. He stated that many of the subdivision regulations that have been utilized are antiquated and need to be modernized. He added that a comprehensive review has been completed to produce the manual and to add standards that are used by ODOT and other State agencies. He also added that there are plans to do the same for other design manuals as these guidelines are necessary for development.

Commissioner Davis asked about those who are constituents for design manuals.

Mr. Noland stated that they largely consulted other engineers and that the manual will provide better instruction and clarity for developers.

Commissioner Davis asked if anyone would like to speak in favor of, in opposition of, or provide questions or concerns regarding, the proposed manual.

Chad Lucht, from the Soil and Water Conservation District, spoke in support of the proposed design manual. He added that his department added language into the manual which will help with soil and water conservation.

Holly Mattei, with the Regional Planning Commission, spoke in support of the design manual. She stated that the stand-alone document allows developers to work directly with the Engineer's Office and assists in streamlining the approval process.

Auditor Brown and Jon Kochis both spoke in support of the proposed design manual.

Mr. Noland stated his excitement in finalizing the design manual and offered his appreciation for those who were involved in the production of, and finalization of, the design manual.

Commissioner Davis closed the public hearing at 10:39 a.m.

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RPIG Public Hearing – 10:30 a.m.

Ms. Mattei provided a presentation on the RPIG Grant. She spoke on the eligible jurisdictions, project requirements, and other provisions of the grant, and the role of the county in the application and administration. She also spoke on the application timeline.

Gary Silcott, of DLZ Engineering, stated that his firm has been working with the Village of Carroll for the past five years and that the current sewer system has presented both financial and health issues and needs improvement. He added that the Village of Carroll had previously applied for the grant but was unsuccessful in receiving funding. He stated that the current grinder system is costing the village \$30,000 per year.

Utilities Director, Tony Vogel, stated the village had done a great job bringing the system up to speed.

Mayor Drobina spoke in support of the project and thanked the Commissioners for their consideration. He added that the pressure system requires homes to each have individual grinder systems.

Commissioner Davis asked if anyone would like to speak in favor of, in opposition of, or provide questions or concerns, regarding the grant application.

Commissioner David closed the hearing at 10:57 a.m.

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

2023-06.27.ee A resolution to approve the PY 2023 Residential Public Infrastructure Grant (RPIG) application

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

Adjournment

With no further business, on the motion of Dave Levacy and a second of Steve Davis, the Board of Commissioners voted to adjourn at 10:59 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, July 11, 2023.



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, June 27, 2023
9:00 a.m.

1. Review

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

2. Welcome

3. Listen & Learn, Facilities

EMA and Facilities Director, Jon Kochis

4. Citizens to Protect Children and Elderly Presentation, 9:30 a.m.

Stacey Bergstrom

5. Visit Fairfield County Board Member Interview, 9:35 a.m.

Jeff Beard

6. Legal Update

7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. South Licking Watershed Conservancy District Meeting, June 27, 2023, 6:00 p.m., Hebron Municipal Complex, 934 W. Main St., Hebron
 - ii. WIC Open House, June 28, 2023, 2:00 p.m., Fairfield County Health Department, 1550 Sheridan Dr., Suite 102, Lancaster
- f. Correspondence
 - i. Memorandum, Office of the Ohio Public Defender, June 23, 2023, Update on FY23 Reimbursement Rate
 - ii. Indigent Defense Report, YTD June 26, 2023
 - iii. Ohio Department of Development Audit Report, Audit Date February 28, 2023, Conclusions Report Dated June 7, 2023
 - iv. Press Release, Office of County Auditor, June 22, 2023, "Auditor's Office to Feature Copy of 1801 Petition to Congress for Creation of Fairfield County During Heritage Association's Tour of Homes"

SERVE • CONNECT • PROTECT



A G E N D A

B O A R D O F C O M M I S S I O N E R S

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

- v. Photos from the Auditor's Office of Heritage Association's Tour of Homes, June 24 – June 25, 2023
- vi. Memo from Dr. Carri Brown, County Auditor, June 22, 2023, Subjects: Budget Update/Request from the Legislative Services Commission; Appraisal and Board of Revision Videos; Hunters Run Conservancy District Update; Heritage Tour; and Tax-Exempt Properties
- vii. Fairfield County Job & Family Services e-Link, Summer 2023
- viii. Fairfield County Health Department Bulletin, June 21, 2023, "Countywide Mosquito Program in Full Effect"
- ix. Fairfield County Health Department Bulletin, June 22, 2023, Ohio Women, Infants, and Children Program Open House, June 28, 2023, 2:00 p.m. – 4:00 p.m., 1550 Sheridan Dr., Suite 102, Lancaster
- x. Letter from The Lancaster Cause – Tour de Cause, Re: The Recovery Center
- xi. Letters from Fairfield County Residents Regarding Solar Projects

8. Old Business

9. New Business

10. Regular (Voting) Meeting

11. Stormwater Design Manual Public Hearing, 10:15 a.m.

12. Residential Public Infrastructure Grant Public Hearing, 10:30 a.m.

13. Return to Regular Meeting Voting Pattern

14. Adjourn

15. Fairfield County Tax Incentive Review Council, 1:00 p.m., Commissioner Davis

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



Fairfield County Board Member Application

Name of Board: Visit Fairfield County Board

Circle One: New Appointment Reappointment

Name: Jeff Beard Date of Birth:

Address:

Phone:

E-Mail Address:

How long have you been a resident of Fairfield County: 12 years

Occupation: Business Owner Employer: Ladybug Cleaners, LLC dba Molly Maid of Columbus East

Highest Level of Education Completed (please circle one):

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

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

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

Tiffin University Board of Trustees, Fairfield County Foundation, Big Brothers Big Sisters of Fairfield County, Lancaster Rotary, Ohio Bankers League, Route 33 Development Alliance, Tiffin University Alumni Association, Ohio Bankers League Bank Services Board, Standing Stone Bank Board, SSRB, Inc. Board

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

If yes, please indicate who:

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

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

If yes, please explain:

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

I am interested in serving on the Visit Fairfield County Board as a way to help the County advance and increase tourism in the county. I feel my

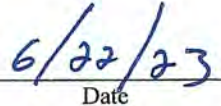


Fairfield County Board Member Application

experience in business and in serving on several boards provides opportunities to help the organization with oversight, strategic direction and marketing. I understand the role of a board member and will provide appropriate oversight and guidance. I know how to analyze, evaluate, ask questions and offer input. I'm also experienced in setting strategy and monitoring progress in achieving this strategy. I will bring these experiences to the Visit Fairfield County Board in an effort to support and advance the organization's mission.

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


Signature


Date

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

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

or email the completed form to bennett.niceswanger@fairfieldcountyohio.gov.

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

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JUNE 16, 2023 TO June 25, 2023

Fairfield County Commissioners

- AA.06.21-2023.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program [Commissioners]
- AA.06.21-2023.b An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$50,000 per invoice [Commissioners]
- AA.06.21-2023.c An Administrative Approval for the adoption of policies and bylaws of the Fairfield County Health Benefit Plan Stop Loss Pool [Commissioners]

Fairfield County Facilities

- AA.06.23-2023.a An Administrative Approval authorizing the approval of an Agreement between Infinity by Marvin., and the Fairfield County Commissioners for Replacement Windows [Facilities]

Fairfield County Information Technology

- AA.06.16-2023.a An Administrative Approval to approve a consulting statement of work between CDW-Government INC under state of Ohio term schedule 534605 and the Fairfield County Board of Commissioners for the purposes of infrastructure services. [Information Technology]

Fairfield County Job and Family Services

- AA.06.23-2023.b An administrative approval to approve a probationary removal for Fairfield County Job and Family Services [JFS]

Fairfield County Utilities Department

- AA.06.21-2023.d An administrative approval for an Agreement between Fairfield County Board of Commissioners, The Jefferson Water & Sewer District and The Southwest Licking Community Water & Sewer District for The Sale of Potable Water [Utilities]

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 6.25.2023.

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

\$25,088,474.33 has been appropriated, \$14,008,292.45 expended, \$4,979,496.80 encumbered or obligated.

12Project/Category		As of 6/25/23 Appropriations	As of 6/25/23 Expenditure	As of 6/25/23 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	74,679.67	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,329,360.24	2,386,687.96	929,055.82
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	60,565.00	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,655,582.09	1,238,749.16	0.00
R19b	Public Health Payroll Support	204,392.13	185,406.39	18,985.74
R19c	Other Public Sector Payroll Support	302,778.33	170,962.40	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,024,089.60	4,499,151.60	948,041.56
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	0.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 6.25.2023.

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

\$25,088,474.33 has been appropriated, \$14,008,292.45 expended, \$4,979,496.80 encumbered or obligated.

Project/Category		As of 6/25/23 Appropriations	As of 6/25/23 Expenditure	As of 6/25/23 Obligation
R211b	Aid to Tourism, Travel, Hospitality	23,630.61	18,278.01	0.00
R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	161,854.84	87,423.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	71,240.00	25,460.00
Subtotal Negative Economic Impacts		2,460,804.61	1,553,198.72	136,231.29
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	15,897.14	464,996.86
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	800,318.61	143,786.39
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	38,950.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 6.25.2023.

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

\$25,088,474.33 has been appropriated, \$14,008,292.45 expended, \$4,979,496.80 encumbered or obligated.

Project/Category		As of 6/25/23 Appropriations	As of 6/25/23 Expenditure	As of 6/25/23 Obligation
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	613,000.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	659,000.00	0.00	659,000.00
R516a	Broadband, "Last Mile" Projects	500,000.00	0.00	0.00
R517a	Broadband, Other Projects	49,900.00	18,365.46	27,286.72
Subtotal Infrastructure		6,750,790.50	1,374,476.21	2,697,019.97
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	337,984.72	62,015.28
R61c	Clerk of Courts Case Management	375,000.00	274,278.60	100,721.40
R61d	MARCS Tower Project	520,000.00	141,552.50	378,447.50
R61e	Dispatch Consoles	560,000.00	543,820.85	16,179.15
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,692,375.73	1,828,535.08	375,715.98
R61h	Community School Attendance Program	501,137.00	68,682.79	7,333.89
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	93,187.80	106,812.20
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	20,000.00	0.00	11,157.40
Revenue Loss		9,372,912.08	6,252,620.51	1,198,203.98

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 6.25.2023.

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

\$25,088,474.33 has been appropriated, **\$14,008,292.45** expended, **\$4,979,496.80** encumbered or obligated.

Project/Category		As of 6/25/23 Appropriations	As of 6/25/23 Expenditure	As of 6/25/23 Obligation
Administration				
R71a	Administrative Expenses	412,415.82	261,383.69	0.00
Subtotal Administration		412,415.82	261,383.69	0.00
Grand Total		\$25,088,474.33	\$14,008,292.45	\$4,979,496.80



Office of the Ohio Public Defender

Timothy Young, State Public Defender

MEMORANDUM

DATE: June 23, 2023
TO: Appointed Counsel, County Public Defenders, Judges, Court Administrators, Auditors, County Commissioners
FROM: State Public Defender Tim Young
RE: Update on FY23 Reimbursement Rate

I write today regarding a periodic update on the FY23 reimbursement rate.

As shared in our prior memorandums, Governor DeWine and the Ohio General Assembly allocated approximately \$336 million dollars in the Biennial State Budget to reimburse counties for indigent defense costs for FY22 and FY23 (July 1, 2021 – June 30, 2023). This level of funding for indigent defense is unprecedented in Ohio. In July 2021, the OPD estimated that the allocated funding would permit the state to reimburse counties at a reimbursement rate approaching 100%, based on projected reimbursement submissions of \$13mil/per month in FY22 and \$13.5mil/per month in FY23. The OPD provided reimbursement at 100% for the entirety of FY22. As shared in our [April 2022 memo](#), county submissions were exceeding projections, which led to the OPD estimating that the reimbursement rate for FY23 would be approximately 90%. Since that time, county submissions have continued to increase, which necessitated an adjustment to the reimbursement rate.

For FY23, the OPD processed six monthly reimbursement submissions (May 2022 – October 2022) at a 90% reimbursement rate and processed four monthly reimbursement submissions (November 2022 – February 2023) at a 70% reimbursement rate. Given the continued increase in county requests, which exceed an average submission of \$15.8 million per month (with March 2023 submissions at an all-time high of \$18.1mil), the OPD must adjust the reimbursement rate for the final two payments of the fiscal year (March 2023 and April 2023) to 66%. Taking into account all 12 payments for FY23, the final average reimbursement rate for FY23 was 79% - the second highest reimbursement rate on record. The reimbursement rate is strictly determined by the amount of reimbursement submissions from the respective 88 counties and the funding appropriated for reimbursement.

As soon as the FY24-FY25 budget is finalized by the Ohio Legislature and signed into law by Governor DeWine, the OPD will issue a memo advising on the estimated reimbursement rate for FY24 (July 2023 – June 2024) and FY25 (July 2024 – June 2025).

Should you have any questions or wish to discuss the above information, please contact the OPD's Policy & Outreach Division at 614.466.5394 or at outreach@opd.ohio.gov. Thank you.

250 E. Broad Street, Suite 1400 • Columbus, Ohio 43215
614.466.5394 • 800.686.1573 • TTY 800.750.0750 • www.opd.ohio.gov

ATTORNEY FEE REIMB

YEAR - 2022			REQUESTED	% not	APPROVED	% reimb	RECEIVED	Submitted	Amount Appr Per	Date Received
			(Amount Reported)	approved		rate			Submission	
January	\$		161,745.06	4.20%	\$ 154,947.75	100%	\$ 154,947.75	358	\$432.81	4/19/2022
February	\$		108,833.87	2.21%	\$ 106,428.12	100%	\$ 106,428.12	267	\$398.61	5/11/2022
March	\$		121,426.52	-1.55%	\$ 123,304.73	100%	\$ 123,304.73	261	\$472.43	6/6/2022
April	\$		128,858.74	7.20%	\$ 119,575.95	100%	\$ 119,575.95	296	\$403.97	6/24/2022
May	\$		159,837.62	3.23%	\$ 154,678.56	90%	\$ 139,210.70	338	\$457.63	9/6/2022
June	\$		104,373.19	5.39%	\$ 98,743.19	90%	\$ 88,868.86	212	\$465.77	9/30/2022
July	\$		120,456.25	0.84%	\$ 119,446.25	90%	\$ 107,501.62	291	\$410.47	10/28/2022
August	\$		135,050.94	2.76%	\$ 131,322.94	90%	\$ 118,190.63	354	\$370.97	12/15/2022
September	\$		99,205.19	0.72%	\$ 98,490.19	90%	\$ 88,641.17	265	\$371.66	1/30/2023
October	\$		158,251.35	19.27%	\$ 127,760.46	90%	\$ 114,984.40	317	\$403.03	2/14/2023
November	\$		131,610.72	-15.06%	\$ 151,430.55	70%	\$ 106,276.49	343	\$441.49	3/9/2023
December	\$		130,428.28	3.69%	\$ 125,613.28	70%	\$ 87,929.30	283	\$443.86	4/3/2023
Totals/Average %	\$		1,560,077.73	3.10%	\$ 1,511,741.97	90%	\$ 1,355,859.72	3585	\$421.69	

YEAR - 2023			REQUESTED	% not	APPROVED	% reimb	RECEIVED	Submitted	Amount Appr	Date Received
			(Amount Reported)	approved		rate			Per Submission	
January	\$		136,738.08	3.37%	\$ 132,132.32	70.00%	\$ 92,492.63	361	\$366.02	4/12/2023
February	\$		97,426.42	5.58%	\$ 91,993.42	70.00%	\$ 64,395.39	265	\$347.14	5/12/2023
March	\$		166,730.13	12.54%	\$ 145,821.91	66.00%	\$ 96,242.48	375	\$388.86	6/22/2023
April	\$		104,240.32	6.80%	\$ 97,154.32	66.00%	\$ 64,121.86	282	\$344.52	6/22/2023
May				#DIV/0!		#DIV/0!			#DIV/0!	
June				#DIV/0!		#DIV/0!			#DIV/0!	
July				#DIV/0!		#DIV/0!			#DIV/0!	
August				#DIV/0!		#DIV/0!			#DIV/0!	
September				#DIV/0!		#DIV/0!			#DIV/0!	
October				#DIV/0!		#DIV/0!			#DIV/0!	
November				#DIV/0!		#DIV/0!			#DIV/0!	
December				#DIV/0!		#DIV/0!			#DIV/0!	
Totals/Average %	\$		505,134.95	7.53%	\$ 467,101.97	67.92%	\$ 317,252.36	1283	\$364.07	



June 22, 2023

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

Dear Ms Cordle:

We conducted a financial/compliance audit of grants made to the Fairfield County by the Ohio Department of Development (ODOD). Our audit date was February 28, 2023. Our report, containing the results of our audit and conclusions, dated June 7, 2023, is enclosed.

The scope of the engagement consisted of an audit of the accounting and other records associated with the grants listed on pg. 3 for grant compliance, as well as completeness, accuracy, and timeliness. The period covered in this audit includes January 1, 2021 to February 28, 2023.

There were no recommendations on internal accounting controls or compliance citations included in this report which requires a response from Fairfield County.

We have, therefore, closed this audit.

If you have any questions regarding this audit report, please email John Bowen at john.bowen@development.ohio.gov.

Sincerely,

Dan Workman

Dan Workman, CPA
Audit Manager

77 South High Street
Columbus, Ohio 43215 U.S.A.

614 | 466 3379
800 | 848 1300
development.ohio.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services

Fairfield County

Audit Date: February 28, 2023

Fairfield County

Grant Listing

<u>GRANTS</u>	<u>PERIOD</u>	<u>STATUS</u>
CDBG:		
No. B-C-18-1AV-1	September 1, 2018 - December 31, 2021	FINAL
No. B-X-20-1AV-1	September 1, 2020 - October 31, 2022	FINAL
No. B-F-20-1AV-1	September 1, 2020 - October 31, 2022	FINAL
No. B-D-20-1AV-4	May 1, 2020 - December 31, 2022	FINAL
HOME:		
No. B-C-18-1AV-2	September 1, 2018 - December 31, 2021	FINAL

Audit date: February 28, 2023

Dates of fieldwork: June 5-7, 2023

Report date: June 7, 2023

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Exhibits Prepared by ODOD:	
1. CDBG	12-15
2. HOME	16

**Fairfield County
Audit Conclusions
February 28, 2023**

We conducted an audit of grants made by the Ohio Department of Development (ODOD) to Fairfield County as of and for the various grant periods ended February 28, 2023. The grants audited are listed on the cover page of this report.

Audit Objectives

The objectives of the audit were as follows:

1. To determine that costs and program income activity were properly summarized and reported to ODOD. See Section A.
2. To determine that costs charged to the grant were allowable. See Section B.
3. To verify compliance with legal requirements related to financial management. See Section C.
4. To identify areas for improvement within Fairfield County's system of internal accounting controls during our review of the previous objectives. See Section D.

Status of Prior (and Single) Audit Reports

We also followed up on audit recommendations and findings included in the previous ODOD audit report (and in Fairfield County's single audit report). Section E reports those items

Standards for the Audit

We conducted this audit in accordance with procedures prescribed by ODOD to satisfy federal and state subrecipient monitoring requirements. ODOD standards satisfy the aforementioned requirements and include grant compliance areas expressly required or implied by the grant agreements signed by Fairfield County.

Distribution

We have sent a copy of this report to the following individuals:

Fairfield County:

Aundrea Cordle, County Administrator
Bart Hampson, Budget Director
Staci Knisley, Budget Officer

Community Development Division:

Patrick Smith, Chief, CSD
Shana Garrett, Deputy Chief, OCD

Operations:

Jennifer Biedenharn, Chief Financial Officer
John Bowen, Senior External Auditor, Audit
Audit File

Fairfield County
Objective 1: Reliability of Financial Reports
February 28, 2023

Good internal control practices reduce the risk of financial misstatement and the misappropriation of assets. In addition, *2 CFR 200* requires that a grantee's system of financial management permit the preparation of accurate, current and complete financial reports. They must also adequately identify the source and application of grant funds. Finally, the accounting records must be supported by appropriate documentation.

We planned and performed our audit to obtain reasonable assurance that the financial reports submitted to ODOD were in compliance with grant requirements. The audit Included examining, on a test basis, evidence supporting the expenditures reported to ODOD. The audit also included assessing the accounting principles and the methods used to allocate joint costs. We believe our audit procedures provide a reasonable basis for our conclusions.

Statements of Activities for each grant, as prepared by ODOD, are presented in Exhibit nos. 1-2. We found that costs charged to the grants were properly summarized and reported to ODOD.

Fairfield County
Objective 2: Allowability of Costs
February 28, 2023

We tested the allowability of costs in accordance with the terms of the various grants. For the items tested, we found no questioned costs. In addition, for items not tested, we found nothing to indicate that the costs charged to the various grants were not allowable.

Fairfield County
Objective 3: Legal Compliance
February 28, 2023

We tested other matters of legal compliance related to Fairfield County's system of financial management. For the items tested, we found no instances of noncompliance. For the items not tested, we found nothing to indicate that Fairfield County had not complied with the significant terms and conditions of the various grant agreements.

Fairfield County
Objective 4: Identified Control Weaknesses
February 28, 2023

We reviewed Fairfield County's system of internal accounting controls in the following areas:

1. Has management created an environment conducive to effective internal accounting controls?
2. Are transactions adequately documented?
3. Are transactions properly recorded, summarized and reported?
4. Are transactions authorized by persons acting within their authority?
5. Are key duties separate among individuals?
6. Is appropriate supervision provided to ensure that internal control objectives are achieved?
7. Is access to resources and records limited?

The Fairfield County's management is responsible for establishing and maintaining the system of internal accounting control. 2 CFR 200 describes certain minimum requirements for such a system. Grant agreements may also impose requirements for internal accounting controls.

Our review of the internal control system revealed no conditions we believe are significant deficiencies in the design or the operation of the internal control system. These conditions could adversely affect Fairfield County's ability to process, record, summarize, and report financial data in accordance with the terms of the grant agreements. These are described below:

Material Weaknesses

When one or more risk elements of the internal accounting control system are not effectively controlled, the risk exists that large errors or irregularities will occur and that these errors will not be detected on a timely basis. When such risks exist, a material weakness in internal accounting controls exists. The weakness may be in the design or in the operation of the controls.

We found no material weaknesses in the Fairfield County's system of internal accounting controls.

Fairfield County
Status of Prior Audit Recommendations and Findings
February 28, 2023

Prior Single Audit Report

No findings.

EXAMINERS' CERTIFICATION

We, the undersigned, certify that we have examined the books, records, and accounts of the grants listed on the cover page of the report which were made to the Fairfield County. We also certify that this report is a true and accurate summation of the results of our examination.

Audit Office
Ohio Department of Development

A handwritten signature in cursive script that reads "John Bowen".

John Bowen
Senior External Auditor

Exhibit 1

FAIRFIELD COUNTY									
CDBG B-C-18-1AV-1									
GRANT PERIOD: 9/1/18 TO 12/31/21									
STATEMENT OF REVENUE AND EXPENSES									
AS OF 2/28/23									
Acct	Description	Actual Exp. per GL	Adjustments Debit Credit	GL as Adjusted	Approved Budget	Budget less Adj GL	Financial Report	FR less Adj GL	
	REVENUE:								
	Federal Grant	104,589.10		104,589.10					
	Returned funds	0.00		0.00					
	TOTAL REVENUE	104,589.10		104,589.10					
	EXPENDITURES:								
	Private Rehab	0.00		0.00	10,000.00	10,000.00	0.00	0.00	
	Home/Bldg Repair	81,589.10		81,589.10	104,000.00	22,410.90	81,589.10	0.00	
	Fair Hsng	4,000.00		4,000.00	4,000.00	0.00	4,000.00	0.00	
	General Admin	19,000.00		19,000.00	19,000.00	0.00	19,000.00	0.00	
	TOTAL EXPENDITURES	104,589.10		104,589.10	137,000.00	32,410.90	104,589.10	0.00	
	UNEXPENDED GRANT FUND	0.00		0.00					

Exhibit 1

FAIRFIELD COUNTY									
CDBG B-X-20-1AV-1									
GRANT PERIOD: 9/1/20 TO 10/31/22									
STATEMENT OF REVENUE AND EXPENSES									
AS OF 2/28/23									
Acct	Description	Actual Exp. per GL	Adjustments Debit Credit	GL as Adjusted	Approved Budget	Budget less Adj GL	Financial Report	FR less Adj GL	
	REVENUE:								
	Federal Grant	438,608.00		438,608.00					
	Returned funds	0.00		0.00					
	TOTAL REVENUE	438,608.00		438,608.00					
	EXPENDITURES:								
	Sewer Fac Improve	429,067.07		429,067.07	470,000.00	40,932.93	429,067.00	-0.07	
	General Admin	9,540.43		9,540.43	30,000.00	20,459.57	9,540.50	0.07	
	TOTAL EXPENDITURES	438,607.50		438,607.50	500,000.00	61,392.50	438,607.50	0.00	
	UNEXPENDED GRANT FUND	0.50		0.50					

Exhibit 1

FAIRFIELD COUNTY CDBG B-F-20-1AV-1 GRANT PERIOD: 9/1/20 TO 10/31/22 STATEMENT OF REVENUE AND EXPENSES AS OF 2/28/23									
Acct	Description	Actual Exp. per GL	Adjustments Debit	Credit	GL as Adjusted	Approved Budget	Budget less Adj GL	Financial Report	FR less Adj GL
	REVENUE:								
	Federal Grant	353,726.00			353,726.00				
	Returned funds	0.00			0.00				
	TOTAL REVENUE	353,726.00			353,726.00				
	EXPENDITURES:								
	Sewer Fac Improve	125,000.00			125,000.00	125,000.00	0.00	125,000.00	0.00
	Public Serv	7,000.00			7,000.00	7,000.00	0.00	7,000.00	0.00
	Parks & Rec Fac	48,308.75			48,308.75	49,000.00	691.25	48,308.75	0.00
	Water Fac Improve	90,889.50			90,889.50	100,000.00	9,110.50	90,889.50	0.00
	Street Improve	58,245.63			58,245.63	60,000.00	1,754.37	58,245.63	0.00
	Fair Hsng	3,443.13			3,443.13	9,000.00	5,556.87	3,443.00	-0.13
	General Admin	20,837.81			20,837.81	40,000.00	19,162.19	20,837.94	0.13
	TOTAL EXPENDITURES	353,724.82			353,724.82	390,000.00	36,275.18	353,724.82	0.00
	UNEXPENDED GRANT FUND	1.18			1.18				

Exhibit 1

FAIRFIELD COUNTY									
CDBG B-D-20-1AV-4									
GRANT PERIOD: 5/1/21 TO 12/31/22									
STATEMENT OF REVENUE AND EXPENSES									
AS OF 2/28/23									
Acct	Description	Actual Exp. per GL	Adjustments		GL as Adjusted	Approved Budget	Budget less Adj GL	Financial Report	FR less Adj GL
			Debit	Credit					
	REVENUE:								
	Federal Grant	120,998.20			120,998.20				
	Returned funds	0.00			0.00				
	TOTAL REVENUE	120,998.20			120,998.20				
	EXPENDITURES:								
	Public Serv	115,998.20			115,998.20	116,000.00	1.80	115,998.20	0.00
	General Admin	5,000.00			5,000.00	5,000.00	0.00	5,000.00	0.00
	TOTAL EXPENDITURES	120,998.20			120,998.20	121,000.00	1.80	120,998.20	0.00
	UNEXPENDED GRANT FUNDS	0.00			0.00				

Exhibit 2

FAIRFIELD COUNTY									
HOME B-C-18-1AV-2									
GRANT PERIOD: 9/1/18 TO 12/31/21									
STATEMENT OF REVENUE AND EXPENSES									
AS OF 2/28/23									
Acct	Description	Actual Exp. per GL	Adjustments Debit Credit	GL as Adjusted	Approved Budget	Budget less Adj GL	Financial Report	FR less Adj GL	
	REVENUE:								
	Federal Grant	222,200.00		222,200.00					
	Returned funds	0.00		0.00					
	TOTAL REVENUE	222,200.00		222,200.00					
	EXPENDITURES:								
	Private Rehab	203,000.00		203,000.00	203,000.00	0.00	203,000.00	0.00	
	Downpayment Asst	0.00		0.00	0.00	0.00	0.00	0.00	
	Fair Hsng	0.00		0.00	0.00	0.00	0.00	0.00	
	General Admin	19,200.00		19,200.00	19,200.00	0.00	19,200.00	0.00	
	TOTAL EXPENDITURES	222,200.00		222,200.00	222,200.00	0.00	222,200.00	0.00	
	UNEXPENDED GRANT FUND	0.00		0.00					



FOR IMMEDIATE RELEASE

Thursday, June 22, 2023

Auditor's Office to Feature Copy of 1801 Petition to Congress for Creation of Fairfield County During Heritage Association's Tour of Homes

Lancaster, Ohio – During this weekend's Heritage Association's Tour of Homes, the Fairfield County Auditor's Office is pleased to feature a copy of the first petition to Congress requesting the creation of Fairfield County.

This petition was filed with Congress in 1801. While this original petition was rejected by Congress, the second filing was later approved. The petition includes the signatures of the 300 residents of the area at the time.

Dr. Carri L. Brown, County Auditor, stated, "Some of the names on the petition will be familiar to our residents. We believe there are relatives of current residents who signed the petition. There is usually quite a lot of interest in that kind of history, and we look forward to an additional opportunity to share this information."

To view the petition and signatures as well as a typed transcript, visit:
<https://www.co.fairfield.oh.us/auditor/pdf/PetitionForPreemptionRight-FairfieldCo.pdf>

The Auditor's Real Estate Offices will be featured in the Heritage Association's Tour of Homes June 24 – 25, 2023. The building is also available for tours during regular business hours.

For more information contact Rachel Elsea, Communications Officer, at rachel.elsea@fairfieldcountyohio.gov.

###



06/27/2023

043

To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: June 22, 2023
Subjects: Budget Update/Request from the Legislative Services Commission; Appraisal and Board of Revision Videos; Hunters Run Conservancy District Update; Heritage Tour; and Tax-Exempt Properties

Budget Update/Request from the Legislative Services Commission

As of June 22, general fund receipts totaled \$32.2 M, or 52.3% of the \$61.5 M estimate. Categories of revenues are being monitored.

The Ohio Legislative Services Commission requested information about general fund balances at year end for the past three years (which is publicly available and had been previously reported) and the current general fund cash balance (which is accessible but had not been reported). ***The current balance was \$36.6 M on June 20, the date of their request.***

Appraisal and Board of Revision Videos

Mahoning and Seneca Counties have now replicated the Fairfield County Auditor outreach videos. Apart from metropolitan counties, this has been common. Franklin, Cuyahoga, and Hamilton have some existing videos.

Hunters Run Conservancy District Update

When will residents see the new special assessments billed? The economic benefit analysis will be completed in 2023. Informational meetings will begin in 2023. Special assessments must be approved and filed with the County Auditor prior to September 30th to be billed with the following year's tax bills. (Right now, special assessments appear on the tax bills for affected parcels.) ***No major changes are expected until the 2024 assessments are approved. The new assessments of 2024 will be on the 2025 tax bills.*** We are helping the Hunters Run Conservancy District create a fact sheet. The fact sheet will be helpful for any department receiving questions.

Heritage Tour

All the County Auditor's team has been working hard to make the Heritage Tour (June 24 and 25) an educational and successful event. At 108 N. High, there are new maps, displays, and stations for the volunteer docents. There are features for the history of the building, tributes to the Volunteer Master Gardeners, a large photo with descriptions of symbols for the Hometown Heroes Mural, copies of the National Archives Congressional Petition for the City of Lancaster, and educational materials about County Auditor services. Thanks, again, to the Facilities Team for their attention to mowing during the time of preparation leading up to the Heritage District Tour.

Tax-Exempt Properties

In 2022, the state began to require owners of exempt real property to notify the County Auditor if the property ceased to qualify for exemption. Churches and other use-based exempt properties are directly affected by this requirement, which is found in Ohio Revised Code Section 5713.083. We are learning more about this requirement (with staff newly charged with settlement and administration responsibilities) and have received at least one notification from a property owner.



e-Link
SUMMER 2023



A Word of

Welcome



Corey Clark

Director, Fairfield County Job and Family Services



*Greetings
Friends*



ENJOY
THE
SUNNY
Weather

HAPPY SUMMER!

Summer has arrived and we couldn't be happier about it! Over the past couple of months, we have taken time to celebrate some pretty amazing people and bring awareness to very important causes. This edition of the JFS e-Link highlights our wonderful foster parents and awareness events for child abuse and elder abuse prevention. We also recap Family Fun Fest which is one of our favorite events of the year. None of this would be possible without the efforts and support of our staff and so many in our community who partner with us on a daily basis. We are so very thankful to all of you!

I hope you'll take a few moments to see what we've been up to and if you have any questions or feedback, never hesitate to contact me directly. Thank you and Happy Summer!

Take care,

Corey Clark

Fairfield County Job and Family Services Director

OhioMeansJobs Makes a Difference



George visited our OhioMeansJobs Center in search of employment after losing a great position with a very large employer. He applied for unemployment benefits and was denied. As a married individual, with three children, he was the primary income earner of the family and needed to find employment quickly. He worked with one of our WIOA (Workforce Innovation and Opportunity Act) Career Advisors during a visit to the OhioMeansJobs Center to discuss career exploration and the possibility of training

in an in-demand occupation. He was instantly drawn to becoming a CDL driver. He had some barriers that we worked with him to overcome, but in the end, this was a big step in the right direction for George. The entire staff at OMJ Fairfield County had the opportunity to work with George and was cheering him on to be the best that he could be. He took a job at a Columbus hotel to make ends meet until he finished his training. He continued to stop into the OMJ Center during his 4-week training because he was overwhelmed. He wanted to give up at times and he didn't pass his final driving exam, but due to our OMJ staff believing in him and encouraging him to retake the exam, he passed the driving exam and became a licensed CDL A driver! The next step was to find employment, George was driven to become employed knowing he had a family to support, he started a new job using his CDL A license within 10 days for a well-known over the road trucking company. George contacted us after working with this employer for a few weeks to let us know how thankful he was for the WIOA Program and everyone that works in the OhioMeansJobs Center. "I would not be where I am today, if it was not for all of you at OhioMeansJobs Fairfield County believing in me," George said.

In 2022, we conducted 139 WIOA Orientations, 26 participants enrolled and completed their credentials earning a license, certificate, or diploma in an in-demand occupation.

FOSTER PARENT MONTH



May has been recognized as National Foster Care Month. This year's theme, "Strengthening Minds. Uplifting Families," highlights the need to take a holistic and culturally responsive approach to supporting the mental health needs of those involved with child welfare. On May 6, the Protective Services team hosted a banquet/training to celebrate the 30 agency foster homes licensed by Fairfield County. As of May 2023, Fairfield County agency foster homes are providing services for 26 children needing foster placement. Combined with the 44 children in network foster care homes, the agency has a total of 70 children in foster care. There is always a need for more homes to take placement of youth with a variety of needs. If you are aware of anyone who is interested in fostering or would like more information about the process, please visit https://fcjfs.org/services/kinship_foster_adoption or reach out to a foster care caseworker at (740) 652-7887.

Child Abuse Prevention Month Update
#OhioWearsBlue



On April 12, 2023, JFS staff and community members wore blue to raise awareness about child abuse and neglect. A special thank you to the Ohio Department of Job and Family Services, SAFY, and the four Parent Partners who presented at the 2023 Child Abuse Prevention Month Awareness Breakfast.



Child Support Employees Visit the Statehouse



Representatives from the Fairfield County Child Support Enforcement Agency participated in the Ohio Child Support Directors' Association's annual Statehouse Day on March 29. During various appointments scheduled at the Ohio Statehouse throughout the day CSEA Deputy Director Patrick Welsh, CSEA Manager of Operations Kelly Shoemaker, and CSEA Managing Attorney Jim Nietz met with State Senator Tim Schaffer, State Representative Jeff LaRe, and State Representative Kevin Miller. Fairfield County CSEA

leadership used this time with our legislators to highlight the importance of our state's child support program, provide our input on pending child support-related legislation focused on the program's budgetary allocation, a child support bill impacting non-legal custodian caretakers (House Bill 33), and two Driver's License Suspension Limitations bills (House Bill 29 and Senate Bill 37). Patrick, Kelly, and Jim also expressed their gratitude to these public officials for their continued support for our program.

You're Invited

World Elder Abuse Awareness Day Event



Please join us as Fairfield County recognizes World Elder Abuse Awareness Day by **WEARING PURPLE** and gathering on June 15, from 8-10 a.m. at the Liberty Center (951 Liberty Drive Lancaster, Ohio 43130).

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



- 8:00 Light Breakfast and Networking
- 8:30 Welcome and Proclamation Presentation
- 8:40 The Case for Creating Connection in the Lives of Older and Disabled Adults
Featuring: Paula M Taliaferro, MGS, LSW Central Ohio Area Agency on Aging
- 9:45 Partner in Supporting Seniors Award Presentation and Closing

Join us **June 15** from **8-10 a.m.**

Liberty Center • 951 Liberty Drive • Lancaster, OH 43130

NO RSVP NEEDED



FRAUD COSTS

REPORT
SUSPECTED PUBLIC
ASSISTANCE FRAUD
740-652-7616



ALL OF US

FCJFS.org



FAMILY FUN FEST
A Great Success!



Warmer weather means lots of outdoor activities for the warmer months. Among the most anticipated events for our agency is Family Fun Fest. Since 2002, this event is held every year to provide the families of Fairfield County time to spend with their loved ones in a fun and FREE atmosphere. This event is only possible due to our generous sponsors (volunteers and community partners) who go out of their way to support the community.

Family Fun Fest 2023 occurred May 10th and was a collaboration with Fairfield County Job and Family Services and 41 local organizations and businesses who donated time and resources to make this event a success. More than 600 community members came together to enjoy the festivities.

Children and families were able to play a wide variety of games for all ages and win prizes. We were also able to provide food for all attendees, including hot dogs, cotton candy and popcorn. In addition to providing activities, many local organizations provided information about their organizations and additional resources that families could utilize. Fortunately, the weather was





beautiful which helped ensure the event was a resounding success. We want to thank the community partners, volunteers and attendees who came out to support the event.

CSEA Legal Team Update

The Fairfield County CSEA's Legal Department is fully staffed for the first time since June of 2022. Recent attorney additions Tyler Fisher and Heather Wharton have rounded-out this integral team of six. Managing Attorney Jim Nietz, who has guided this group through months of transition, is relatively new to Fairfield County employment as well. Jim possesses nearly fifteen years of legal experience as a Franklin County CSEA Attorney and graduated from the Michigan State University College of Law in East Lansing, Michigan. Jim resides with his wife and two sons in Pickerington. Tyler Fisher is a recent graduate of the Regent University School of Law in Virginia Beach, Virginia, and resides with his wife and daughter in Lancaster. Tyler has been a tremendous addition to the CSEA and was recently recognized as their Employee of the Year. Heather Wharton began her career as a Fairfield County CSEA Attorney on May 15 and was raised right here in Fairfield County. Heather, a practicing attorney for over ten years, resides in Amanda and is a graduate of the Ohio State University Moritz School of Law. Legal Specialists (Jenice Pickering, Laurie Hunter, and Kim Kirchgessner) have been the team's stalwarts throughout the department's recent transformation. The Fairfield County CSEA has benefitted greatly from the veteran presence and institutional knowledge possessed by these three individuals: Jenice Pickering, Laurie Hunter, and Kim Kirchgessner.



Fairfield County Job and Family Services | 239 W. Main St., Lancaster, OH 43130

[Unsubscribe rochelle.menningen@fairfieldcountyohio.gov](mailto:rochelle.menningen@fairfieldcountyohio.gov)

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Countywide Mosquito Control Program in Full Effect

6/21/23 FAIRFIELD COUNTY, OHIO —

Today is the first day of summer and along with making sure you wear sunscreen and stay hydrated in the heat, you also have to be aware of mosquitoes. There are more than 200 types of mosquitoes in the United States and they can spread germs and carry diseases like West Nile, Zika, and Malaria.

"Mosquitoes are more than just a nuisance. They have the potential to spread serious diseases like West Nile virus and LaCrosse Encephalitis. FCHD monitors mosquito population levels and mosquito-borne disease transmission. Our staff works with local communities and the public to reduce mosquito breeding sites and to reduce adult mosquito populations by spraying when needed." said Joe Ebel, Fairfield County Health Commissioner.

National Mosquito Control Awareness Week (June 18th-24th), is celebrated every year at the start of summer, to help people understand how they can help control the mosquito population in their neighborhood.

The American Mosquito Control Association recommends remembering [the three "Ds"](#) of prevention and protection from mosquitoes:

DRAIN any standing water, in barrels, tires, birdbaths or other containers around your property.

DRESS in light colored, loose-fitted clothing. The majority of mosquitoes are attracted to dark colors and most can bite through tight-fitted clothes.

DEFEND against mosquitoes by using an EPA-approved mosquito repellent like DEET, Picaridin, or even a natural option like oil of lemon-eucalyptus.

If you are following these simple guidelines you are helping to keep your communities healthy and safe.

For more information on FCHD's mosquito control program click the link below or contact Environmental Health Services Director, [Rachel Moresea](#) at 740.652.2800.

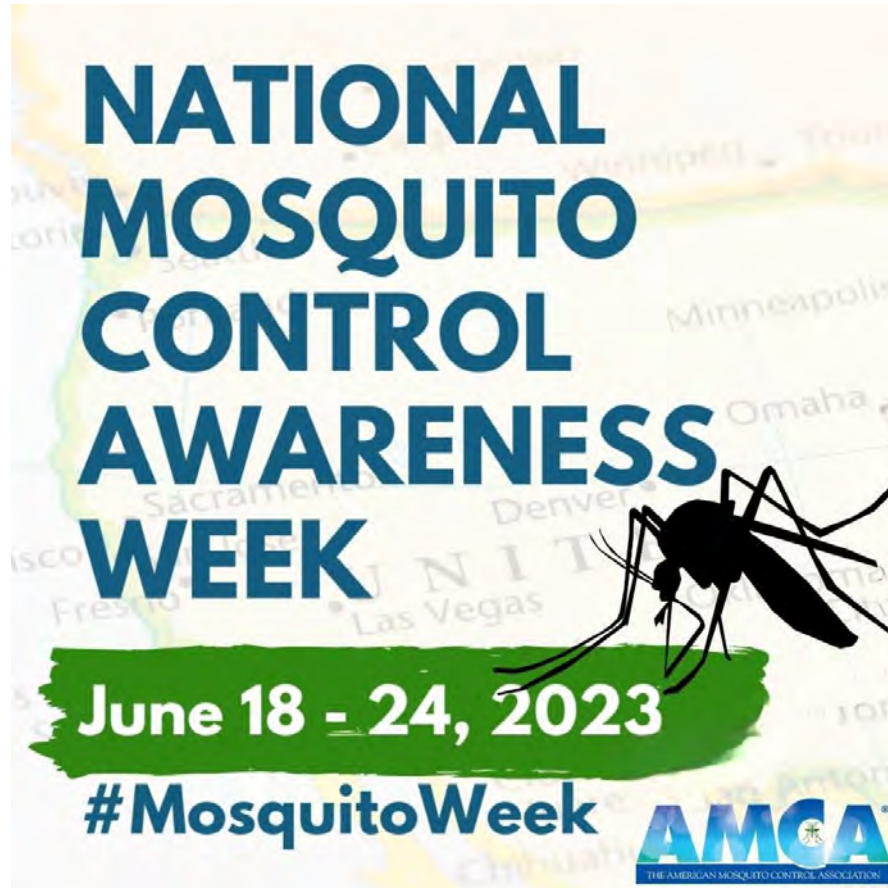
###

FAIRFIELD COUNTY MOSQUITO CONTROL PROGRAM

Fairfield County Mosquito Spray Schedule

Follow FCHD on [Facebook](#) or find our community calendar at the bottom of our [website](#) for an updated spray schedule.

All community spraying takes place at dusk (weather permitting).



Fairfield County
Health
Department

Bobby Persinger
Public Information Officer

1550 Sheridan Dr., Suite 100
Lancaster, OH 43130
(740) 652-2800

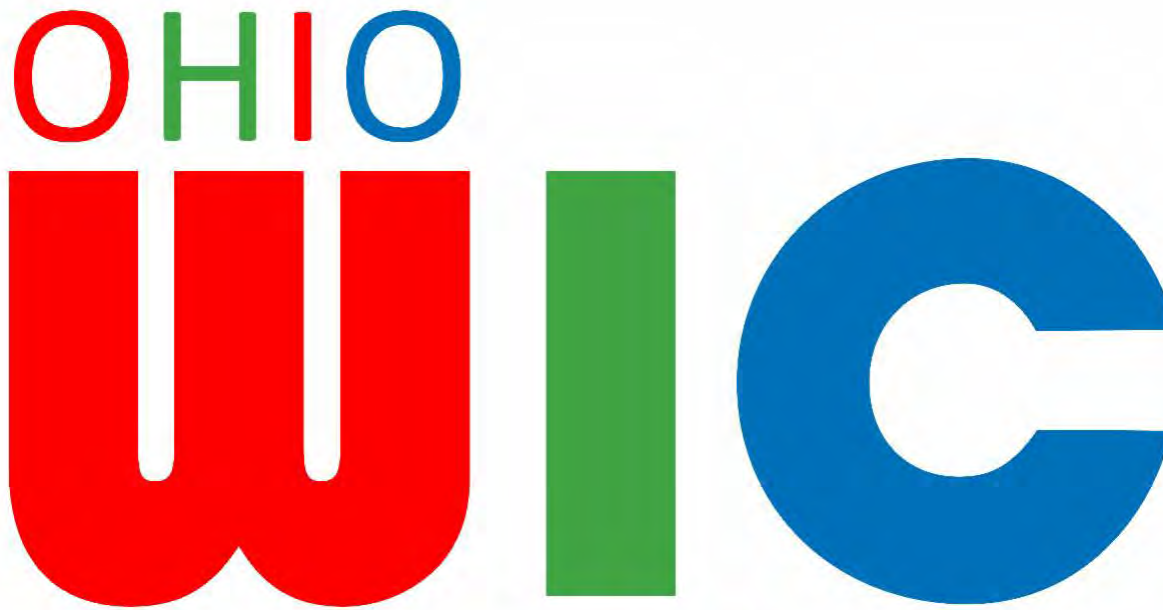


The Fairfield County Health Department serves more than 150,000 residents with a commitment to helping you stay healthy by preventing disease, protecting the environment, and promoting healthy lifestyles.

#YourHealthDepartment

Serving Fairfield County Since 1893

New Space, New Staff, Same Success!



Women, Infants, and Children Program

6/22/23 FAIRFIELD COUNTY, OHIO —

The Fairfield County Health Department (FCHD) will host an open house for the county WIC (Women, Infants, and Children) project on **June 28, 2023** from 2:00pm to 4:00pm with a brief program starting at 2:30pm.

"We are very excited to share our work, introduce our staff, and showcase our new space with Fairfield County." said Mary Smith, WIC Director

The open house will take place at 1550 Sheridan Dr., Suite 102, Lancaster, OH 43130. Lite refreshments will be provided and parking will be available onsite for public use.

Please use the link to register if you are able to attend.

###

[Register Here to Join Us](#)



Fairfield County
Health
Department

Bobby Persinger
Public Information Officer

1550 Sheridan Dr., Suite 100
Lancaster, OH 43130
(740) 652-2800



The Fairfield County Health Department serves more than 150,000 residents with a commitment to helping you stay healthy by preventing disease, protecting the environment, and promoting healthy lifestyles.

Your Health Department

Fairfield County Health Department | 1550 Sheridan Drive, Suite 100, 7406522805,
Lancaster, OH 43130-1303 fairfieldhealth.org

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The Lancaster Cause

Improving Life in Lancaster, Ohio.

Ron Burris
Chairman

Chris Hammack
Vice-Chairman

Greg Pifer
Treasurer

Chris Burris
Secretary

Dennis Disser
Marketing

John Crook
Tour Director

Trisha Farrar

Sammy Hendren

Todd Lee

Dan Neeley

Julie Peterson

Mike Pettit

Kim Preissler

David Rauch

Dave Smith

Dear Friends,

Fairfield County is still seeing the effect of Covid, with drug addiction at its highest level in our county. The pandemic changed lives for many: Isolation, trauma, overdoses, job loss, food insecurity, and physical health issues were overwhelming. The Recovery Center is continuing to see an escalation in clients dealing with depression, anxiety, and Post Traumatic Stress Disorder.

Your support makes a difference. In 2022, Tour de Cause raised and donated \$26,000 to The Recovery Center. In 2022 alone:

- The Recovery Center reached nearly 18,000 youth and adults throughout Fairfield County with evidence-based prevention programs.
- 420 women, 118 youth and 458 men were treated for substance abuse disorder & mental health treatment.
- Depression and anxiety symptoms have more than doubled in youth since 2019.
- 128 adults and 167 children have lived at Pearl House.
- 88% of Pearl House adults are employed, enrolled in college or other training Programs.
- 16 Pearl House families were able to move out without need for public assistance.

The Lancaster Cause is in its 13th year, having already raised over \$592,000 for The Recovery Center. Our goal for 2023 is to raise \$35,000 for The Recovery Center. We hope we can count on your generosity this year.

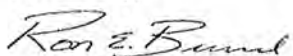
Tax deductible donations can be made to:

The Lancaster Cause, PO Box 1068, Lancaster OH 43130.

Thank you for your support as we continue to save lives and educate our citizens about addiction in our community. Feel free to check out our website at

www.tourdecause.org

Sincerely,



Ron E Burris
Chairman, The Lancaster Cause



06/27/2023

From: rcfs0790 <rcfs0790@gmail.com>
Sent: Tuesday, June 20, 2023 12:13 PM
To: Contact Web <contact@fairfieldcountyohio.gov>
Subject: [E] Solar panels

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.

Sent from my Galaxy

To whom this may concern my name is Tim I live in Walnut Township I do not want the solar panels it will ruin the farmland what I came out here for when I bought the property once the project starts no residence will want to move out here no tax dollars this is agriculture ground not commercial there's a lot of residence in Fairfield County the farmer sold Us the land and now slapping Us in the face because they cannot Farm it and make tons of money this is not our fault they sold land some 40-50,000 for just two acres our towns and cities should be safe from solar panels the power is not even being used in our country or our County and benefits is nothing it only lines the farmer's pocket we moved out here expecting Lush corn fields and beans and wheat and cows and Farms not solar panels thank you

Dear Mr. Steve Davis:

I want to share my opinion opposing the possible industrial solar projects that are pending for Walnut and Amanda townships.

I wish the benefits to our community for those projects outweighed the detrimental effect they will have on the landscape and environment, but they do not. They will not create jobs for our county nor will the electricity produced by these projects benefit the local residents.

No monetary benefit is provided to the thousands of your constituents other than the 11 people who have agreed to lease their lands to the solar company (many of the people that have agreed to allow the industrial solar use on their land do not live in Ohio). I have talked with many other residents in this county who agree that our fertile soil is more valuable than acres of solar panels that inefficiently produce "green energy." I would also ask you to consider the long-term effects and degradation that can happen with chemical contamination from damaged or leaking solar panels and their fixtures as well as any safety issues that could happen should a fire occur in these types of facilities. I would also ask you to contemplate living your retirement days next to one of these facilities and instead of sitting and enjoying the evening sunset on your rural porch, you were forced to see years of solar array. This is not what the vast majority of the residents of Fairfield county want or need.

Not only would there be no benefits to our local community, if these projects are allowed to be constructed, the destruction of the roads, waterways and environment would be inevitable and in turn cost the local townships more money to repair. You need only drive through Pickaway county to see the dust, flooding, poor road quality and devastation of the area in and around the Yellow Bud project. Frequent dust storms, noise, and degradation of nearby properties have been documented. The devaluation of property in areas like this is poignant!

These types of projects are supposed to produce renewable energy, but they don't seem to be addressing the fact that our valuable soil is also not renewable and will be destroyed and rendered unusable even if the project decommissions all the 5000 proposed acres of solar panels after the lease and contract have ended. The panels secured by posts set in concrete and covered in gravel will be a permanent reminder of how poor choices of a few people can affect future generations to come. There is no way to refurbish those fields to be able to grow anything, making it even more difficult to produce local crops and food for our community and economy.

Please let the Ohio Power Siting Board know that we will not allow industrial solar developments in our beautiful county.

Sincerely,
Marianne Van Voorhis
7378 Rader Rd NE
Pleasantville, Ohio



Facilities Mid-Year Update

2023

Completed projects

- Public Safety Equipment Storage
- Treasurer, Auditor, and Recorder Courthouse remodel
- Juvenile Court Kitchenette
- Hall of Justice painting
- Common Pleas Courtroom ceilings and lighting

Current projects

DR – Visitation remodel of 407 E. Main

- Changes in plan to adjust operations

- New flooring

- Entrance and Bathroom ADA access improvements

- HVAC repair

- New windows

Current projects

Tussing Road

- Relocating JFS-CPS Visitation and Intake Team to Fairfield Center
- Expanding Health Department operations to include Nursing, WIC and Environmental
- Leasing space to Community Action for expansion of services in the NW

The Fairfield Center





Sheriffs Office Sub Station

US House of Representatives District OH-12



Title Offices



JFS-CPS Visitation and Intake Team



06/27/2023



069

New Horizons



06/27/2023

070

Emergency Backup Services (Server EOC)



Large Conference Room

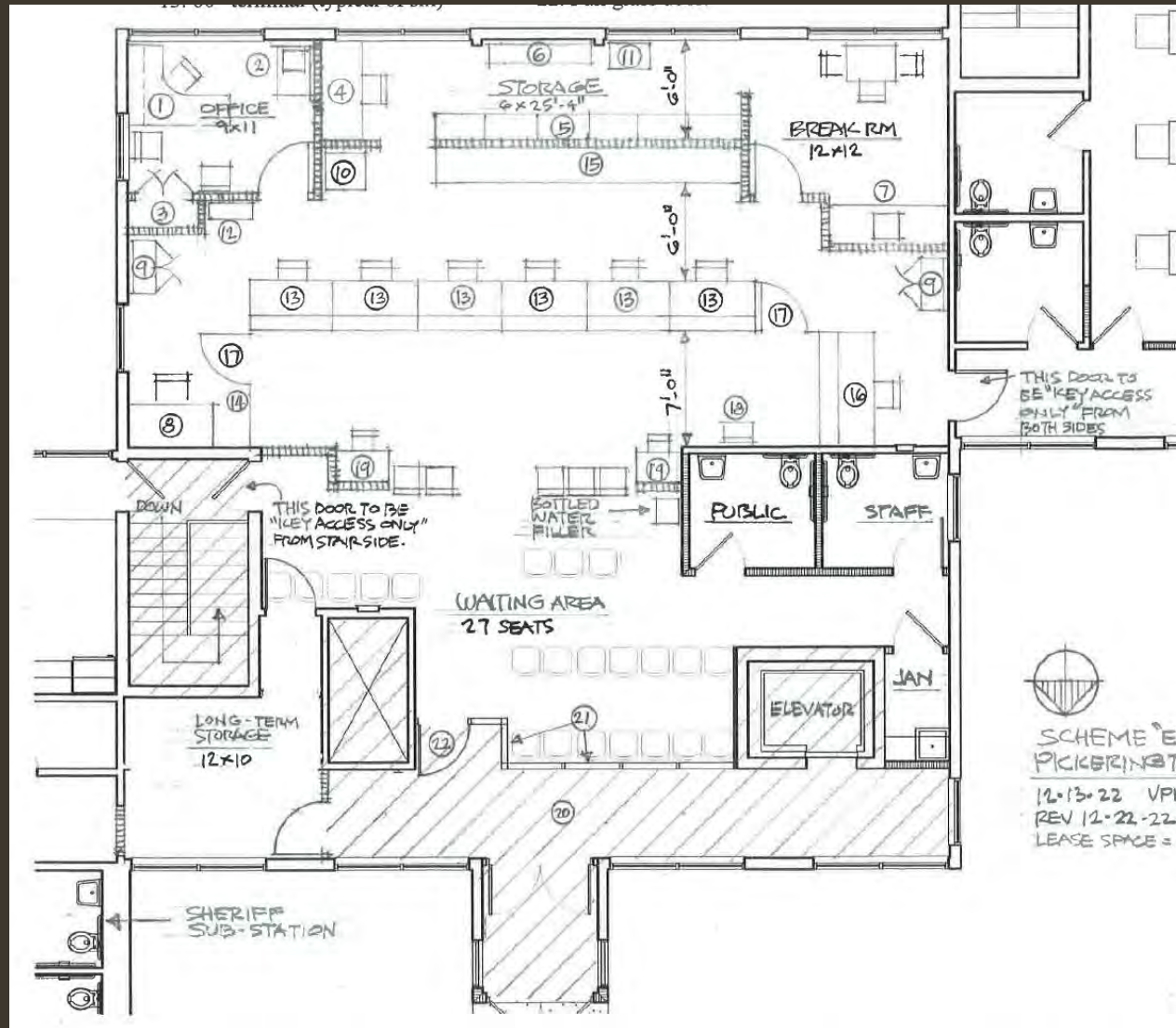


06/27/2023

072

Small Conference Room





Fairfield Center – In Process

Ohio BMV

Operational projects planned and in process

- Parking lot paving and drive thru
- Signage
- Security
- IT infrastructure
- Elevator and exterior repairs and improvements
- LED upgrades

The Numbers

Costs

• Purchase Price	\$2,708,752.85
• Capital Outlay	\$3,692,375.73
• Total Expense	\$6,401,128.58

Savings and Revenue

• Savings	
• Title Lease Savings(fy22)	\$48,565
• Revenue	
• Tussing Lease	\$2,500
• FC Leases in '23	\$85,000
• FC Leases in '24	\$111,000
• Total	\$247,065

CORPORATE SPONSORSHIP PROGRAM

7th Annual Blue Ribbon Run 5K

Partner with Citizens to Protect Children and the Elderly for our 7th annual 5K run/walk. This 5K supports children and elderly who have experienced maltreatment and/or exploitation.



Event Sponsor: \$2,000

- Recognition as Event Sponsor
- Logo on 5K registration form
- Recognition on event page with company logo
- Recognition on social media as an Event Sponsor
- Key placement of logo on t-shirt
- Ability to set up an event site display booth
- Ability to bring promotional items to the event



Corporate Sponsor: \$500

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- Key placement of logo on t-shirt
- Recognition on event page with company logo
- Recognition on social media as an Event Sponsor
- Ability to set up an event site display booth
- Ability to bring promotional items to the event



T-shirt Sponsor: \$250

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- Logo on 5K page registration form
- Ability to bring promotional items to the event



Citizens to Protect Children and the Elderly
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The 5K Run/Walk supports children
and elderly who have experienced
maltreatment and/or exploitation.

5K

Run/Walk



Sept. 23
Starts at 9 a.m.
Victory Park in Pickerington

Registration: Facebook or
[https://runsignup.com/Race/OH/Pickerington/
RunforChildrenandtheElderly5k](https://runsignup.com/Race/OH/Pickerington/RunforChildrenandtheElderly5k)

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Fairfield County, Ohio Stormwater Design Manual

Prepared by: PRIME^{AE}

Version 1.0 / August 2022
06/27/2023

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References

City of Columbus, Ohio. Construction & Materials Specifications and Standard Drawings.

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City of Dublin, Ohio. Stormwater Management Design Manual. January 2019.

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Ohio Department of Transportation. Survey and Mapping Specifications. January 2022.

Ohio Environmental Protection Agency. Authorization for Stormwater Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System. Ohio EPA Permit No. OHC000005 (Current Version).

United States Department of Agriculture. Natural Resources Conservation Service. Soil Survey of Fairfield County. 2005.

United States Department of Agriculture. Natural Resources Conservation Service. Urban Hydrology for Small Watersheds. Technical Release 55 (TR-55). June 1986.

1 GENERAL CONSIDERATIONS

1.1 TITLE

These rules, guidelines, and standards contained herein shall be known and may be cited and referred to as the “Fairfield County, Ohio Stormwater Design Manual” and shall hereinafter be referred to as “this Manual”.

1.2 PURPOSE

The purpose of the rules, guidelines, and standards set forth in this Manual and adopted by the Fairfield County Board of Commissioners is to provide engineering standards governing the design, construction, operation, maintenance, and use of stormwater management infrastructure in the unincorporated areas of Fairfield County (County). It is the intent of this Manual to minimize the impact on existing and natural drainage systems based on increased rates and volumes of runoff from the development of land. While the requirements set forth herein will not stop flooding or the damage caused by flooding, they do establish a basis for design which will:

1. Minimize the damage and inconvenience of flooding.
2. Provide drainage systems which continue to benefit their tributary area over the long term.
3. Minimize the adverse effects of new drainage systems on existing drainage systems.
4. Minimize the expense of maintaining the drainage facilities within the County.

1.3 AUTHORITY

The rules, guidelines, and standards set forth in this Manual are adopted by the Fairfield County Board of Commissioners in accordance with and pursuant to the legal grant of authority of the Ohio Revised Code (ORC) 711.101, to establish standards for the design and construction of improvements shown on the plats and plans within their jurisdiction.

1.4 JURISDICTION

The rules, guidelines, and standards set forth in this Manual shall be applicable to work within all public right-of-way and subdivisions of land as defined by Chapter 711 of the ORC hereinafter within the unincorporated areas of Fairfield County.

1.5 ADMINISTRATION

The Fairfield County Engineer’s Office and its staff are herein delegated the authority on behalf of the Fairfield County Board of Commissioners to administer and enforce the provisions of this Manual, with technical assistance and support from the Fairfield County Regional Planning Commission (Regional Planning Commission) and the Fairfield Soil and Water Conservation District (Fairfield SWCD).

1.6 ADOPTION

This Manual shall become effective after adoption by the Fairfield County Board of Commissioners in accordance with Chapter 711.10 of the ORC. All or any previous Fairfield County stormwater



standards now in effect shall be deemed to be repealed upon adoption of the standards contained herein.

1.7 AMENDMENT

This Manual may be amended in accordance with the same procedure as stated in Section 1.6 of this Manual. The County Engineer, with input and collaboration with the Regional Planning Commission and Fairfield SWCD may put forth requests regarding amendments to the Fairfield County Board of Commissioners for their review and adoption in the manner prescribed under Ohio Revised Code 711.

1.8 INTERPRETATION

In their interpretation and application, the provisions of this Manual shall be held to be minimum requirements for the promotion of health, safety, and general welfare of the people of Fairfield County. As such, in the development process the Fairfield County Engineer's Office shall be entitled to apply reasonable interpretation of this Manual as is necessary to give force and effect to the purpose and intent of this Manual.

It is not intended by this Manual to interfere with, or abrogate, or annul any easements, covenants, or other agreements between parties unless they violate this Manual. When two specific provisions of this Manual conflict, or a provision of this Manual conflicts with any other lawfully adopted rules, regulations, ordinances, or resolutions, the most restrictive, or that imposing the higher standards shall apply.

1.9 SEPARABILITY

The invalidation of any clause, sentence, paragraph, or section of this Manual by a court of competent jurisdiction shall not affect the validity of the remainder of this Manual either in whole or in part.

1.10 DISCLAIMER

Neither submission of a plan under provisions of this Manual nor compliance with the provisions of this Manual shall relieve any person from responsibility for damage to any person or property otherwise imposed by law and shall not impose any liability upon Fairfield County for damage to any person or property.

1.11 DEFINITIONS

ADEQUATE OUTLET: An outlet functioning as designed or natural with sufficient capacity to carry the existing flow as well as the proposed flows in the post-development condition.

ANTI-SEEP COLLAR: Device that prevents the flow of water through the surrounding soil around a conduit that is used as an outlet for an infiltration, retention, or detention basin.

BENCHMARK: A relatively permanent object, natural or artificial, bearing a marked point whose elevation is above or below a referenced datum with a known published elevation.

BEST MANAGEMENT PRACTICES (BMP): Schedules of activities, prohibition of practices, maintenance procedures, and other best management practices (both structural and non-structural) to prevent or reduce the pollution of surface waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

BUILDING: Any structure, or part of a structure, which may or may not be constructed for human habitation.

CATCH BASIN: A structure for intercepting flow from a gutter or ditch and discharging the water through a conduit.

CHANNEL: A natural stream that conveys water; a drainage ditch excavated and/or constructed for the flow of water.

COEFFICIENT OF RUNOFF (C): A value that varies with the ground and ground cover used in the rational method to determine the amount of a rainfall which is directed to streams and not absorbed into the ground.

COLLECTOR TILE SYSTEM: A tile system installed to control groundwater on properties without access to public sanitary service and is connected to a stormwater system. Collector tile system materials shall meet the sanitary standards defined in the Fairfield County Utilities CMS (latest edition) in preparation for tie in to planned/future sanitary sewer systems.

CONTRACTOR: The individual, firm, or corporation entering a Contract, or its authorized representatives legally empowered to act on its behalf.

CONSTRUCTION: The erection, alteration, repair, renovation, demolition, or removal of a building or structure; and the clearing, stripping, excavating, cutting, filling, grading, and regulation of sites in connection therewith.

COUNTY: Fairfield County, State of Ohio.

COUNTY BOARD OF COMMISSIONERS: The Board of County Commissioners of Fairfield County and their authorized representatives legally empowered to act on their behalf.

COUNTY ENGINEER: The Engineer of Fairfield County, or designated agent(s).

COUNTY SANITARY ENGINEER: The Sanitary Engineer of Fairfield County, or designated agent(s).

COVER: Distance measured from the top of the conduit vertically upward.

DESIGN ENGINEER: A Professional Engineer licensed in the State of Ohio and retained by the project owner.

DESIGN STORM: A given rainfall amount, areal distribution, and a time distribution, used to estimate runoff.

DETENTION: The capture, collection, and subsequent slow release of stormwater runoff; the primary purpose of which is to mitigate increases in stormwater runoff rates, providing protection, whether complete or partial, to down-slope areas, from the adverse effects of increased runoff rates.

DEVELOPER: Any individual, subdivider, firm, association, syndicate, partnership, corporation, trust, or any other legal entity commencing procedures under these regulations for the development of land for the developing entity or for another.

DEVELOPMENT: Any non-natural change to improved or unimproved real estate, including, but not limited to construction of buildings or other structures, installation of infrastructure or utilities, mining, dredging, filling, grading, paving, excavation, or drilling operations.

DEVELOPMENT AREA: An area owned by an individual, firm, or association being developed as a single phase or multiple phases (units) and used or being developed or redeveloped, for non-farm commercial, industrial, residential, or other non-farm purposes upon which earth disturbing/land disturbance activities are planned or underway.

DRAINAGE DITCH or DRAINAGE WAY: An open channel constructed to a designed size and grade to contain and convey stormwater without causing erosion or other adverse effects to the property.

EARTH DISTURBANCE: Any grading, digging, drilling, pushing, piling, throwing, trenching, unloading, or placing of fill material, composed of earth, soil, rock, sand, gravel, or demolition material.

EASEMENT: A grant by the owner of land for a specific use such as public utilities.

ENGINEER: An individual authorized to practice civil engineering as defined by ORC Title 47 – Occupations-Professions, due to his or her registration in the state of Ohio.

EROSION:

- A. The wearing away of the land surface caused by running water, wind, ice, or other geological agents, including such processes gravitational creep.
- B. Detachment and movement of soil or rock fragments by wind, water, ice, or gravity.

FAIRFIELD SWCD: Fairfield Soil & Water Conservation District.

FINISHED GRADE: The grade or elevation of a final surface conforming to the Site Grading Plan.

HYDRAULIC GRADE LINE (HGL): The surface or profile of water flowing in an open channel or a pipe flowing partially full. If a pipe is under pressure, the hydraulic grade line is that level that the water would rise to in a small, vertical tube connected to the pipe.

HYDROGRAPH: A graph of discharge rate versus time for a selected point in the drainage system.

IMPROVEMENTS: Street pavements, with or without curb and gutter, walks, sanitary, storm, and water lines, erosion control, or any other appropriate items.

LAND-DISTURBING ACTIVITIES: Any land change that may result in soil erosion from water or wind and the movement of sediment into waters or onto lands, including but not limited to, clearing, grubbing, grading, excavating, transporting, and filling of land, and installation of utilities.

MANHOLE: A structure that allows access to a closed drainage system.

MAP: The scaled representation of a parcel of land or a sub-division.

MAY: May is permissive and not mandatory.

MICROPOOL: Depressed area providing a settling pool located at the water quality outlet structure of a basin.

MS4: Municipal Separate Storm Sewer System.

OHIO RAINWATER AND LAND DEVELOPMENT MANUAL:

- A. A manual describing construction and post-construction best management practices and associated specifications.
- B. Ohio Rainwater and Land Development Manual - Ohio's Standards for Stormwater Management, Land Development, and Urban Stream Protection (latest edition).

ODOT CMS: Ohio Department of Transportation Construction and Materials Specifications (latest edition).

ODOT L&D Volume 2: Ohio Department of Transportation, Location and Design Manual, Volume 2 – Drainage Design (latest edition).

OHIO EPA CONSTRUCTION GENERAL PERMIT: Ohio EPA General Permit Authorization for Stormwater Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System (Ohio EPA Permit No. OHC000005 or current version).

OWNER: The person in whom is vested the fee ownership, dominion, or title of property (i.e., the proprietor). The word “owner”, when applied to property, shall include any part-owner or joint owner of the whole or any part of such property.

PERMANENT STABILIZATION: The establishment of a minimum of 75% of the permanent vegetation, decorative landscape mulching, matting, sod, riprap, and landscaping techniques to provide permanent erosion control on areas where construction operations are complete or where no further disturbances is expected for at least one year.

PERMEABILITY: The quality of the soil that enables water to move downward through the soil profile.

POST-DEVELOPMENT: The hydrologic and hydraulic condition of the project site at the completion of construction.

PRE-DEVELOPMENT: The hydrologic and hydraulic condition of the project site immediately before development or construction begins.

REGIONAL PLANNING COMMISSION: Fairfield County Regional Planning Commission.

RETENTION: The collection and storage of stormwater runoff without subsequent discharge other than through infiltration into the ground or evaporation.

RIGHT-OF-WAY: The land between property lines utilized as street, alley, or crosswalk.

RUNOFF: The portion of rainfall, melted snow, or irrigation water that flows across the ground surface and eventually is returned to streams, rivers, lakes, and ponds. That part of the precipitation which runs off the surface of a drainage area after all abstractions are accounted for.

SEDIMENT: Solid material, both mineral and organic, that is or was in suspension, is being or has been transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below water.



SEDIMENT BASIN: A facility such as a depression storage area, a pond or trap, barrier, dam, or other suitable detention facility built across an area of water flow to settle by gravity or filtration and retain sediment carried by surface drainage runoff water.

SEDIMENT AND EROSION CONTROL PLAN: A written description, in graphical and descriptive terms, subject to review and approval by the approving agency, of methods for controlling sediment pollution from accelerated erosion of a development area of one or more contiguous acres or when part of a larger development area.

SHALL: Shall means mandatory; not permissive.

SITE: Any lot or parcel, or a series of lots or parcels of land adjoining, or joined together under one ownership where building, clearing, constructing, developing, stripping, grading, or excavating is performed.

STABILIZATION: The prevention of soil movement by any vegetative and/or structural means. Temporary erosion and sediment controls shall remain in place until final site stabilization has achieved at least 75% of the specified vegetation growth.

STAFF: A group of individuals employed by the Fairfield County Engineer's Office.

STORM DRAINAGE SYSTEM: All facilities, structures, natural watercourses, outlets, waterways or streams, swales or ditches, and sewers which carry stormwater, groundwater, surface water, subsurface drainage water, and unpolluted cooling water.

STORM SEWER OR STORM DRAIN: A pipe or conduit which carries storm and surface waters or drainage, from the point of origin to some point of disposal but excludes sanitary wastewater and industrial wastewater.

STORMWATER: Water runoff resulting from storm events, including snow melt, surface water runoff, and drainage.

STORMWATER MANAGEMENT REPORT: The detailed analysis and supporting documentation for the design of the stormwater management system required for construction, which must be approved by the County Engineer.

STREAM: A body of water running or flowing on the earth's surface or a channel in which such flow occurs. Flow may be seasonal, ephemeral, intermittent, or perennial.

STRIPPING: Any activity which removes or significantly disturbs the vegetative surface cover.

SURVEYOR: An individual authorized to practice surveying as defined by ORC Title 47 – Occupations-Professions, due to his or her registration in the state of Ohio.

TEMPORARY STABILIZATION: The establishment of temporary vegetation, mulching, geotextiles, sod, preservation of existing vegetation, and other techniques capable of quickly establishing cover over disturbed areas to provide erosion control between construction operations.

TOPSOIL: Surface and upper surface soils which presumably are darker colored, fertile soil materials, ordinarily rich in organic matter or humus debris.

WATERCOURSE: A channel in which a flow of water occurs either continuously or intermittently.

WATER QUALITY VOLUME (WQv): The volume of stormwater runoff which must be captured and treated prior to discharge from the developed site after construction is complete.

WATERS OF THE STATE: All streams, lakes, reservoirs, ponds, marshes, wetlands, or other waterways which are suited wholly or partly within the boundaries of the state, except those private waters which do not combine or effect a junction with surface water. Waters defined as sewage systems, treatment works, or disposal systems in Section 6111.01 of the ORC are not included.

1.12 CONSTRUCTION REQUIREMENTS

The latest edition of the Ohio Department of Transportation (ODOT) Construction and Materials Specifications (CMS) and Standard Construction Drawings (SCD) shall govern the construction of stormwater related facilities described in this Manual, except those details provided in Appendix A, which take precedence. The latest edition of the City of Columbus CMS and SCD shall also be applicable for the construction of stormwater related facilities described in this Manual, unless otherwise stated herein. All construction activity within the unincorporated areas of Fairfield County must also comply with the requirements stipulated by the Ohio EPA and Section 5 of this Manual, whichever is more restrictive.

1.13 DRAINAGE EASEMENTS

An adequate easement shall be required along any subsurface drainage tile, wet/dry basin, drainage way, drainage ditch, watercourse, stream, storm sewer, flood routing path, or other stormwater infrastructure that is not already within the right-of-way. Easements for flood routes shall be established to 1 foot above the 100-year storm elevation. The easement shall be of sufficient width to allow for maintenance and replacement of such drainage infrastructure. Final determination of easement width is subject to approval by the County Engineer.

A. Open Drainage Easements

Constructed open watercourses that are to be publicly owned and maintained and lie outside the public right-of-way, shall be provided with an easement that includes:

1. The full width of the channel as measured from top-of-bank to top-of-bank plus a minimum width of 15 feet on one side, or a minimum width of 30 feet centered along the watercourse, whichever is greater.
2. A minimum width of 15 feet for vehicles for access and maintenance, which will have a maximum cross slope of 2% and extend along the entire length of the channel. This distance measured shall be exclusive of the width of the channel.

Where onsite constructed open channels are designed to serve as a major flood routing path for offsite flows through the development, easement widths shall be extended to include the total flow width for the 100-year event plus 1 foot in elevation.

B. Stormwater Controls Easements

Stormwater controls that are to be publicly owned and maintained and lie outside the public right-of-way, shall be provided with an easement that includes:

1. The area of the stormwater control plus a 15-foot perimeter beyond the maximum designated flood limits of the structure and its appurtenances. Appurtenances shall include but are not limited to, forebay(s), benches, risers, outlet pipes, etc.
2. The easement shall include a minimum width of 15 feet around the perimeter of each stormwater control and to each inlet structure and outlet structure for vehicle access, general maintenance, and repair/replacement. The vehicle access way shall include a maximum side slope of 2%, shall be sloped toward the direction of the stormwater control, and shall allow for adequate turn-around of maintenance vehicles. The easement shall include a minimum width of 15 feet from the nearest public road right-of-way to the stormwater control for vehicle access.

C. Closed Drainage Easements

An easement shall be provided on a closed storm drainage course for the purpose of general maintenance and access. The width of these easements shall be per **Table 1-1**. Easement widths for pipe sizes and/or cover depth not listed in Table 1-1 shall be determined by the County Engineer. Closed drainage easements shall be restricted from use by utilities unless approved by the County Engineer.

Table 1-1: Minimum Closed System Easement Widths

Cover Depth (ft)	Minimum Easement Width (ft)	Minimum C/L Offset (ft)	Minimum Easement Width (ft)	Minimum C/L Offset (ft)	Minimum Easement Width (ft)	Minimum C/L Offset (ft)
	12" Diameter		15" - 18" Diameter		21" - 24" Diameter	
2	30	10				
3	30	11	30	11	30	12
4	30	12	30	12	30	12
5	30	12	30	12	30	12
6	30	12	40	12	40	12
7	40	12	40	12	40	12
8	40	12	40	12	40	13
9	40	12	40	12	40	13
10	40	12	45	13	45	13
	27" - 36" Diameter		48" Diameter		> 48" Diameter	
4	30	13			Determined by County Engineer	
5	40	13	40	13		
6	40	13	40	13		
7	40	13	40	13		
8	40	13	45	14		
9	45	13	45	14		
10	45	13	45	14		

11	45	13	45	14	
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D. Drainage and Future Sanitary Easements

Drainage easement shall be provided on all collector tile systems. These easements will serve as drainage easements, in conjunction with planned/future sanitary sewers. These easements are required to allow for the construction, operation, maintenance, repair, replacement, or removal of sanitary sewers or collector tiles without encroaching upon or disturbing the drainage structures and facilities. Easements, in this case, shall be a minimum of 30 feet in width. Easements adjacent to right-of-way may be reduced to no less than 20 feet in width with the consent of the County Engineer. The easements shall be labeled “Drainage and Future Sanitary Sewer Easements”. No other utilities are permitted within drainage and sanitary sewer easements, unless approved by the County Sanitary Engineer and County Engineer.

E. Obstructions in Easements

Buildings, accessory structures, fences, or obstructions of any kind are restricted within storm drainage related easements. Such encroachment may be permitted, in rare instances, with prior approval of the County Engineer. Before structures of any kind are constructed over, upon, or across storm related easements, the property owner shall submit detailed plans and specifications of such structures to the County Engineer. The property owner shall not proceed with construction of the structure until the County Engineer has approved the plans and specifications as not interfering with the use of the easement granted herein or with the function of the drainage features.

1.14 DESIGN EXCEPTIONS

Accepted procedures and requirements related to stormwater management within the unincorporated areas of Fairfield County are provided in this Manual and supplemented by reference materials identified herein. The County recognizes that there may be individual projects involving special or unusual design challenges and the County’s standards, as expressed in this Manual, may not provide solutions to all drainage problems. The County Engineer may consider and grant design exceptions on a project-by-project basis. All design exceptions must have the written approval of the County Engineer and comply with Section 1.14.1 of this Manual. Intended design exceptions must be requested during the preliminary engineering phase. These design exception requests shall be submitted in writing and, if approved by the County Engineer, documented (showing approval date and assigned ID number) on the title sheet of the final construction drawings that contain storm drainage improvements. Any approved design exceptions are not to be considered as precedent for future projects. The County Engineer does not have the authority to grant variances to state or federal regulations.

1.14.1 Procedures for Design Exceptions:

- A. Projects that are subject to review and approval of Fairfield County Regional Planning Commission, shall follow the requirements and fee schedule of the current Fairfield County Subdivision Regulations.
- B. Projects that are not subject to review and approval of Fairfield County Regional Planning Commission, shall follow the requirements of the Fairfield County Engineer. This requires

filling out the Design Exception Request Form provided in Appendix B and submitting the Form to the County Engineer with applicable fees. It is encouraged to discuss the design exception request with the County Engineer prior to submitting a formal Design Exception Request Form.

1.15 SURVEY STANDARDS

This section defines the minimum requirements for the practice of surveying within Fairfield County.

- A. All surveys conducted for the purpose of designing or preparing plans and maps for improvements requiring approval by the County Engineer shall be stamped by a Professional Surveyor licensed in Ohio.
- B. Survey activities shall meet the Minimum Standards for Boundary Surveys set forth in Ohio Administrative Code (OAC) Section 4733.37. [Also, reference: Fairfield County minimum standards for conveyance.]
- C. Survey and mapping activities shall also meet the standards in the latest edition of the ODOT Survey and Mapping Specifications.
- D. Topographic Standards
 - 1. The elevation of 90% of all identifiable points shall be in error not more than one-half of the contour interval.
 - 2. No point shall be in error more than a full contour interval.
 - 3. 1' contour interval shall be the minimum standard.
- E. Coordinate System
 - 1. Survey and mapping activities shall be tied to and referenced in the NAD 1983 State Plane Ohio South FIPS 3402 Feet coordinate system.
 - 2. Survey and mapping activities shall be tied to and referenced in the North American Vertical Datum of 1988 (NAVD 88).

2 HYDROLOGY REQUIREMENTS FOR STORMWATER CONVEYANCE DESIGN

This section outlines the standards for acceptable hydrology methodologies and requirements for stormwater conveyance design. The County accepts two methods for calculating stormwater runoff peak flows: the Rational Method (assuming a drainage area of less than 5 acres and for minor conveyance system design only) and the NRCS TR-55 method. The NRCS TR-55 method is required for drainage areas larger than 5 acres, for developing runoff hydrographs for basins and sub-basins, and for determining the required storage volume for detention and retention basins. The USGS Regression methodology is also an acceptable peak flow calculation method for large culvert design only and with prior approval from the County Engineer. Sections 2.1 through 2.4 define the hydrological components needed for these methods.

2.1 DRAINAGE AREA DETERMINATION

The drainage area shall be determined from one or more of the following sources:

1. Field investigation and topographic surveys.
2. Fairfield County Auditor Topographical Maps/GIS data with spot elevations provided at each point where runoff exits the site or ties to an existing stormwater system (preliminary design only).

Final drainage calculations and design shall be based on field verified 1 foot contour interval mapping completed by a Professional Surveyor licensed in Ohio with at least a 50-foot buffer beyond the property line unless a design variance is approved by the County Engineer. Spot elevations are required at all critical design points and outlet structures. Topographic and boundary survey data shall be certified by a Professional Surveyor licensed in Ohio. Survey data can be obtained using LiDAR using real-time kinematic correction methods and an appropriate number of ground control points.

Stormwater runoff from offsite upstream tributary areas that discharge to or across a development site shall be accommodated within the stormwater facilities planned for the development site.

No stormwater management plans will be approved until it is demonstrated that offsite runoff will be adequately conveyed through the development site in a manner that will not cause or contribute to hazardous or detrimental upstream or downstream flooding or erosion. The estimation of the offsite flows must be done separately from the estimation of onsite flows (i.e., separate hydrographs for offsite areas must be determined). Detention/retention is not required for the offsite flows unless the downstream condition warrants it. Offsite flows must be treated for water quality per Ohio EPA requirements, unless the offsite flow is bypassed around the site.

The allowable release rate from a site shall be the allowable release rate for the site plus all offsite flow for each return period storm. All calculated flow volumes routed through attenuation structures shall be determined by adding all hydrographs for on and off-site areas tributary to the structure.

2.2 RAINFALL DATA

Rainfall data shall be in accordance with data for Fairfield County, Ohio provided by NOAA National Weather Service Hydrometeorological Design Studies Center's Precipitation Frequency Data Server (PFDS), NOAA Atlas 14 Point Precipitation Frequency Estimates. Rainfall distribution for stormwater

management systems shall be in accordance with SCS Type II, 24-hour duration rainfall distribution.

2.3 TIME OF CONCENTRATION

Time of concentration (T_c) for a drainage area is defined as the time a drop of water takes to drain from the hydraulically most remote point in the watershed to the point of interest, or the time for a watershed to reach equilibrium. T_c influences the shape and peak of the runoff hydrograph. Urbanization usually decreases T_c , thereby increasing the peak discharge rate. But T_c can be increased as a result of (a) ponding behind small or inadequate drainage systems, including storm drain inlets and road culverts, or (b) reduction of land slope through grading. In general, higher and faster peak discharge is associated with smaller T_c . T_c determines the average rainfall rate on the rainfall intensity-duration-frequency curve. Different methods are available for computing T_c for a drainage area. The acceptable method in Fairfield County is the NRCS Velocity Method. The minimum T_c shall be 5 minutes in all cases.

A. Factors affecting Time of Concentration (T_c) and Travel Time (T_t)

1. **Surface Roughness:** One of the most significant effects of urban development on flow velocity is less retardance to flow. That is, undeveloped areas with very slow and shallow overland flow through vegetation become modified by urban development. The flow is then delivered to streets, gutters, and storm sewers that transport runoff downstream more rapidly. Travel time through the watershed is generally decreased.
2. **Channel Shape and Flow Patterns:** In small non-urban watersheds, much of the travel time results from overland flow in upstream areas. Typically, urbanization reduces overland flow lengths by conveying storm runoff into a channel as soon as possible. Since channel designs have efficient hydraulic characteristics, runoff flow velocity increases and travel time decreases.
3. **Slope:** Slopes may be increased or decreased by urbanization, depending on the extent of site grading or the extent to which storm sewers and street ditches are used in the design of the water management system. Slope will tend to increase when channels are straightened and decrease when overland flow is directed through storm sewers, street gutters, and diversions.

B. T_c Calculation

1. The Velocity Method for computing T_c uses time of concentration as the sum of travel times for segments along the hydraulically most distant flow path. Travel times for each segment are computed and summed to arrive at the time of concentration. The segments used in the velocity method are of three types:
 - a. Sheet Flow
 - b. Shallow Concentrated Flow
 - c. Open Channel Flow

Water moves through a watershed in combinations of these segments in the order given. The type that occurs is a function of the conveyance system and is best determined by field inspection. Time of concentration (T_c) is the sum of time of travel values for the various consecutive flow segments:

$$T_c = t_{\text{sheet}} + t_{\text{shallow}} + t_{\text{channel}} + t_{\text{conduit}}$$

Sheet flow

Sheet flow is flow over plane surfaces and usually occurs at the upstream boundary of a watershed. Generally, the depth of sheet flow is less than 1 inch and is a steady, uniform flow. With sheet flow, the friction value (Manning's n) is an effective roughness coefficient that includes the effect of raindrop impact; drag over the plane surface; obstacles such as litter, crop ridges, rocks, erosion, and transportation of sediment. The maximum acceptable sheet flow length is less than 100 feet for paved areas, and less than 300 feet in length for unpaved areas. In no case shall sheet flow account for more than 20 minutes in duration. Sheet flow will not exceed 1 inch in depth. For Sheet flow of less than 300 feet, use Manning's Kinematic Solution (Overton and Meadows 1976) to compute T_{sheet}

$$t_{\text{sheet}} = \frac{0.007(nL)^{0.8}}{(P2)^{0.5}S^{0.4}}$$

t_{sheet} = travel time (hr),

n = Manning's roughness coefficient

L = flow length (ft)

P2 = 2-year, 24-hour rainfall (in)

S = slope of hydraulic grade line (land slope, ft/ft)

This simplified form of the Manning's kinematic solution is based on the following assumptions:

- Shallow steady uniform flow
- Constant intensity of rainfall excess (that part of a rain available for runoff)
- Rainfall duration of 24 hours
- Minor effect of infiltration on travel time

Shallow Concentrated Flow

Sheet flow is assumed to occur for no more than 300 feet after which water tends to concentrate in rills and then gullies of increasing proportion. This type of flow is classified as shallow concentrated flow. Shallow concentrated flow is assumed not to have a well-defined channel and has flow depths of 0.1 to 0.5 feet. To estimate shallow concentrated flow travel time, a velocity is determined based on the slope and surface type. For the purposes of this Manual, only paved and unpaved surfaces will be considered. The following equations will provide the estimated velocity based on slope for paved and unpaved surfaces:

$$V = 16.1345 s^{0.5} \text{ (Unpaved)}$$

$$V = 20.3282 s^{0.5} \text{ (Paved)}$$

V = average velocity (ft/s)

s = slope of hydraulic grade line (watercourse slope, ft/ft)

These two equations are based on a solution of the Manning equation with different assumptions for n (Manning roughness coefficient) and r (hydraulic radius, ft). For unpaved areas, n is 0.05 and r is 0.4; for paved areas, n is 0.025 and r is 0.2.

After determining average velocity, use the t_{shallow} equation to estimate travel time for the shallow concentrated flow segment. The travel time for shallow concentrated flow is calculated as follows:

$$t_{\text{shallow}} = \frac{L}{3600 V}$$

t_{shallow} = Travel time for shallow concentrated flow in hours

L = Flow length in feet

V = Velocity in fps

Open Channel Flow

Open channel flow occurs beyond shallow concentrated flow when the flow depth exceeds 0.5 feet in depth and enters into pipe systems, drainage ditches, or natural channels. The velocity of flow in an open channel or pipe can be estimated using the Manning's equation. Open channels are assumed to begin where surveyed cross section information has been obtained, where channels are visible on aerial photographs, or where blue lines (indicating streams) appear on United States Geological Survey (USGS) quadrangle sheets. However, field observations shall determine the presence of defined channels or swales where depth of flow would exceed the 0.5-foot limitation of shallow concentrated flow. Manning's equation or water surface profile information can be used to estimate average flow velocity. Average flow velocity is usually determined for the bankfull condition.

Manning's equation is:

$$V = \frac{(1.49)(r^{2/3})s^{1/2}}{n}$$

V = average velocity (ft/s)

r = hydraulic radius (ft) and is equal to a/pw

a = cross sectional flow area (ft²)

pw = wetted perimeter (ft)

s = slope of the hydraulic grade line (channel slope, ft/ft)

n = Manning's roughness coefficient for open channel flow

After average velocity is computed using the above equation, t_{channel} (for both channel and conduit flow) can be determined using the following equation:

$$t_{\text{channel}} = \frac{L}{3600 V}$$

t_{channel} = Travel time for shallow concentrated flow in hours

L = Flow length in feet

V = Velocity in fps



Given varying cross-sections of flow paths, and varying peak rates of flow and resulting varying depths of flow for different return periods, it is expected that each return period would result in a different t_{channel} . To help simplify the modeling process the County will accept an average cross-section of the open channel in segments of 250 feet in length, with a depth of flow determined by the 2-year return period event. This simplification is for determining the t_{channel} only and is not to be used for the design of new open channels. New channels are to be designed using the design storm specified in the Section 3.4.

2.4 SOIL VARIABLES

Infiltration rates of soils vary widely and are affected by subsurface permeability as well as surface intake rates. Soils are classified into four hydrologic soil groups (HSG) (A, B, C, and D) according to their minimum infiltration rate, which is obtained for bare soil after prolonged wetting. The soils in the development area must be identified from the latest edition of the Fairfield County Soil Survey, which can be obtained online at <https://websoilsurvey.nrcs.usda.gov/app/>.

Most urban areas are only partially covered by impervious surfaces: the soil remains an important factor in runoff estimates. Any disturbance of a soil profile can significantly change its infiltration characteristics. With urbanization, native soil profiles may be mixed or removed or fill material from other areas may be introduced. HSG A and B shall not be used for hydrology calculations in Fairfield County. HSG D shall be used for areas where soil has been previously disturbed by construction activities in the urban environment.

2.5 PEAK FLOW & RUNOFF VOLUME DETERMINATION

2.5.1 Rational Method

The rational method shall only be used for smaller drainage areas up to a maximum of 5 acres where no well-defined natural channel exists, and sheet flow prevails. The use of the rational method shall be limited to the design and evaluation of enclosed minor conveyance systems. This method is not acceptable for major conveyances with drainage areas that exceed 5 acres. The peak flow is obtained from the following equation:

$$Q = fCiA$$

where:

Q = Peak Discharge (cubic feet per second, cfs)

f = C value correction factor

C = Coefficient of runoff. An average C is to be computed based on the percentage of each land use within the drainage area (City of Columbus Manual Table 2-5 – see paragraph below).

i = Average rainfall intensity from NOAA Atlas 14 Intensity Duration Frequency (IDF) data for a given storm frequency and a duration equal to the time of concentration (inches per hour, in/hr)

A = Drainage area (acres)

The coefficient of runoff, C, is expressed as a dimensionless decimal value that estimates the percentage of rainfall that becomes runoff. The runoff coefficients in Table 2-5 of the current version of the City of Columbus Division of Sewerage and Drainage Stormwater Drainage Manual

shall be used for runoff projections using the rational method. Runoff coefficients used to project onsite flows for multi-family, commercial, and industrial type developments must be calculated based on the actual impervious surface amounts planned for the development site. The estimation of offsite flows may be determined using the appropriate runoff coefficient for the undeveloped land uses and/or the categorical development types (residential, commercial, and industrial).

The runoff coefficients in Table 2-5 of the City of Columbus Division of Sewerage and Drainage Stormwater Drainage Manual were calculated using curve numbers assuming a 10-year, 24-hour storm. The following C value correction factors, f , shall be used for larger design storms:

- $f = 1.0$ up to the 10-year design storm
- $f = 1.1$ for the 25-year design storm
- $f = 1.2$ for the 50-year design storm
- $f = 1.3$ for the 100-year design storm

2.5.2 NRCS TR-55 Method

The methods explained in "Urban Hydrology for Small Watersheds", Technical Release No. 55 (TR-55), latest edition, shall be used to calculate runoff volumes and peak rates of flow. TR-55 can be obtained from the United States Department of Agriculture, Natural Resources Conservation Service. Runoff Curve Numbers values are to be taken from one of the TR-55 tables listed below.

- Table 2-2a Runoff curve numbers for urban areas
- Table 2-2b Runoff curve numbers for cultivated agricultural land
- Table 2-2c Runoff curve numbers for other agricultural lands

Normal antecedent moisture condition (Type II rainfall distribution) shall be used in all cases when NRCS methods are used.

2.5.3 USGS Regression Equations

With prior approval of the County Engineer, the regression equations presented in USGS Report 93-135 (utilizing the web-based USGS StreamStats) is an accepted method for estimating design peak-discharge values for streams with drainage areas between 17 and 2,600 acres. The application of this method is limited to the estimation of peak discharges for large culvert installation and replacement projects only.

3 STORMWATER CONVEYANCE DESIGN

No site improvements related to storm drainage shall be approved unless there is an adequate outlet for stormwater as determined by the County Engineer. All stormwater is required to be conveyed to an adequate outlet or waters of the state where approved. Where a public storm sewer is accessible as determined by the County Engineer, the design engineer shall connect the flows with the public system. Storm drainage shall not be allowed to be conveyed to any sanitary sewer system.

3.1 ROADWAY CULVERTS

- A. Culvert design shall be according to the standards and procedures outlined in the latest edition of ODOT L&D Volume 2, unless otherwise described in this section.
- B. All materials used in construction of roadway culverts shall conform to the ODOT CMS.
- C. The minimum size of all culverts to be owned by the County shall be 12 inches.
- D. Single barrel culverts shall be utilized in design. Multi-barrel culverts may be utilized through the design exception process.
- E. Culverts shall be designed to convey the flows from the design storm frequencies listed in Table 3-1 (over 24-hour storm duration). Design engineers shall refer to the latest edition of the Fairfield County Roadway Manual for roadway classification.

Table 3-1: Culvert Design Storm Frequency

Fairfield County Roadway Classification (refer to Fairfield County Roadway Manual for classification definitions)	Design Storm Event
Interstate Highways, Other Freeways, and Expressways	50-year
Major Arterial	25-year
Minor Arterial and Collectors	25-year
Locals, Other Parking and Development Areas	10-year

- F. The plan format for all culverts shall comply with the latest edition of ODOT L&D Volume 2. The drainage area, design discharge (cfs), and 100-year storm discharge shall be shown on the construction drawings for each culvert.
- G. The roadway overtopping depth shall not exceed six inch (6") depth for the 100-year storm discharge. The designer shall show the overtopping area on the roadway for the 100-year event.
- H. All culverts in subdivisions shall have appropriate headwalls and other appropriate structures and improvements to protect the facility as determined by the County Engineer. Full height headwalls shall not be allowed within the clear zone and will generally not be permitted unless protected by a guardrail.
- I. Culverts within the dedicated right-of-way shall be backfilled with compacted granular material to within 6 inches of the subgrade of the existing ground in accordance with ODOT CMS Item 304.

- J. Culvert hydraulics shall be analyzed through FHWA HY-8 or ODOT CDSS software package. For larger style bridges and flood plain analysis, the designer shall utilize HEC-RAS software.

3.2 STORM SEWERS

- A. Storm sewer design shall be according to the standards and procedures outlined in the latest edition of ODOT L&D Volume 2, unless otherwise described in this section.
- B. All materials used in construction of storm sewers shall conform to the ODOT CMS.
- C. The rational or NRCS methods may be used to calculate peak flow rates for storm sewer design. The rational method may only be used for drainage areas less than 5 acres. Results are to be tabulated in the provided standard calculation sheets for storm sewer system design (Appendix C).
- D. The minimum post-development T_c for pervious areas draining to storm inlets shall be 15 minutes. The minimum T_c for impervious drainage areas is 5 minutes.
- E. Storm sewers shall be designed to convey the runoff from the 5-year storm with the system flowing full and the 10-year hydraulic grade line shall be fully contained within the system.
- F. All storm sewer systems shall be designed using Manning's equation.
- G. The minimum inside diameter of all storm sewers shall be 12 inches.
- H. A Manning's roughness coefficient (n) of 0.013 shall be used for all pipe materials to design storm sewer systems.
- I. All storm sewer and collector tile systems shall be designed based on a minimum velocity of 3 feet per second and a maximum velocity of 12 feet per second. In cases where the outlet velocity is greater than 5 feet per second, the downstream receiving stream or channel must have adequate erosion control protection or energy dissipation.
- J. Crown elevations for storm sewers shall match at junctions, when possible.
- K. The maximum length between manholes/access structures shall be 300 feet, regardless of pipe size.
- L. All storm sewers shall be located within easements established according to criteria in Section 1.13 Drainage Easements.

3.3 CURB INLETS AND CATCH BASINS

- A. The removal of surface water from curbed pavement is an important component of stormwater control. Gutter flow in streets serves to transport runoff from surface areas to storm inlets or to open drainage channels. The primary function of the street inlet is to provide stormwater runoff flow.
- B. Local streets with a width of 28 feet from back of curb to back of curb or less, the flow may spread to a width of 8 feet from face of curb.
- C. Local streets with a width greater than 28 feet and up to 38 feet back of curb to back of curb, the flow may spread to a width of 9 feet from face the gutter into the storm sewer. Spread of

water on the pavement for the design storm is considered as the best control for pavement drainage.

1. **Maximum spread of flow:** Spread calculations are required for all public curb and gutter inlets. The design storm is the 5-year return period event for local roads. The 10-year return period event shall be used as the design storm for collector and arterial roads.
 - a. For local and collector streets, a minimum of one lane (10 feet) in each direction (20 feet total), shall remain passable to traffic.
 - b. For arterial streets, all lanes of traffic must remain passable during the design event.
 2. A standard street spread calculation sheet for inlet design is provided in Appendix C and required for applicable projects.
 3. **Design Criteria for Curb and Gutter Inlets:** The maximum spacing for curb inlets shall not exceed 400 feet unless approved by the County. Curb inlets shall be constructed on the upstream side of sidewalks.
- D. **Sag or Sump at Adverse Slopes:** Double curb and gutter inlets are required at all sag locations.
- E. **Continuous Grade:** Curb inlets shall be located at all points where the maximum pavement encroachment is reached and at the low points of street intersections. No cross-street flow is permitted. The County may require additional inlets at intermediary points if the flow in the gutter at design conditions might create a hazard to vehicular traffic, public safety, or property flooding.
- F. Hydraulic analyses used to size and space inlets and catch basins shall be based on the methods presented in (FHWA) Hydraulic Engineering Circular No. 22: "Urban Drainage Design Manual."

3.4 OPEN CHANNELS/WATERCOURSES

- A. All open watercourse designs shall be in accordance with the standards and procedures outlined in the latest edition of ODOT L&D Volume 2, unless otherwise described in this section.
- B. Constructed channels shall be shaped or graded to required dimensions and shall be lined with an approved temporary matting based on 5-year return period shear stress per **Table 3-2** as necessary to convey stormwater runoff without allowing channel erosion.

Table 3-2 Temporary Matting Design Parameters

Channel Erosion Protection Mat (ODOT 670)	Allowable Shear Stress (lbs/ft²)
Type B	1.5
Type C	2
Type E	2.25
Type G	1.75

- C. All open channels/watercourses shall be designed with a 6-inch (minimum) diameter perforated underdrain system. Underdrains are to be discharged to storm structures if practicable, or if this is unfeasible, the underdrain is to be daylighted before the termination of the channel. The crown of the underdrain shall be a minimum of 18 inches below the bottom

of the watercourse, including 4 inches of topsoil to the finished grade. The underdrain trench shall be designed in accordance with the Ditch Underdrain detail (see Appendix A).

- D. Watercourses that are engineered to be used as bio-swales to help treat water quality should follow the appropriate guidelines outlined in the ODNR Rainwater and Land Development Manual.
- E. Parabolic and trapezoidal channel shapes shall be used for open watercourses within development projects. Side slopes shall be 4:1 or less, with a minimum 2-foot bottom width for trapezoidal channels, unless alternative dimensions are approved by the County Engineer. Channel cross sections shall be designed such that erosion and sediment deposition is minimized.
- F. Roadside Ditches shall:
 - 1. Have a minimum bottom width of 2 feet and a maximum side slope of 4:1 except as otherwise approved by the County Engineer.
 - 2. Minimum roadside ditch grade shall be 1.0%. The roadside ditch grade shall be reduced to 0.5% by approval of the County Engineer.
 - 3. Be lined per the requirements in **Table 3-3**.

Table 3-3 Roadside Ditch and Shear Stress Design Parameters

Roadside Ditch Design Criteria	
DEPTH OF FLOW	SHEAR STRESS
Return Period Storm	
10-year	5-year

Shear Stress Design Criteria	
LINING TYPE	ALLOWABLE SHEAR STRESS (lbs/ft ²)
Seed (ODOT 659)	0.4
Sod (ODOT 660)	0.1
Turf Reinforcing Mat	
Type 1	3
Type 2	4
Type 3	5
Type 4	6
Rock Channel Protection	
Type B	5
Type C	4
Type D	2

3.5 EXISTING SUBSURFACE DRAINAGE

- A. Field tiles that are discovered or intercepted during construction and do not exhibit evidence of conveying illicit discharge shall be reconnected or connected into the proposed stormwater system.



- B. Field tiles that exhibit evidence of conveying illicit discharges shall not be connected to the proposed stormwater system and shall be reported upon discovery to the Fairfield County Health Department and the Fairfield County Sanitary Engineer.
- C. The design engineer shall contact the Fairfield SWCD to confirm the existence and location of known existing tile systems of record.
- D. All visible field tile outlets shall be field located and shown on the stormwater construction drawings.
- E. Existing field tiles do not constitute an adequate outlet and shall not be used as an outlet for any development or stormwater facility, unless approved by the County Engineer and Fairfield SWCD.

3.6 COLLECTOR TILE SYSTEMS

- A. The County may require a collector tile system for developments without access to public sanitary service and where on-lot wastewater treatment systems are to be constructed (see Fairfield County Subdivision Regulations).
- B. Collector tile systems shall be designed per the stormwater standards defined in this Manual.
- C. Collector tile system materials shall meet the sanitary standards defined in the Fairfield County Utilities CMS.
- D. Testing and inspection requirements shall be in accordance with Specification 611 of the ODOT CMS and include video and mandrel inspection. Pressure testing is not required for collector tile systems.
- E. Mainline Design
 - 1. Sewers shall be a minimum of 8 inches in diameter, unless engineering data warrants a larger size based on specific circumstances.
 - 2. Sewers shall be designed with a minimum velocity of 3 feet per second when flowing full and a maximum velocity of 10 feet per second unless special provisions are included to protect against displacement by erosion and impact.
 - 3. Pipe material shall be PVC SDR 35 and constructed in accordance with Fairfield County Utilities sanitary standards and CMS.
- F. Cleanout Design
 - 1. A tee 6 inches in diameter off the pipe from the lot prior to discharging to the mainline sewer shall be provided for future inspection and maintenance purposes.
 - 2. The cleanout shall be located in an easement or right-of-way and constructed in accordance with Fairfield County Utilities standards and the detail provided in Appendix A.

3.7 FLOOD ROUTING PATH – MAJOR STORM

- A. The routing path for the major drainage system is that part of the storm drainage facilities which carry the runoff that exceeds the capacity of the designed stormwater conveyance system.

- B. The major drainage system shall have the capacity to carry runoff from a storm with a minimum return period of 100 years.
- C. The storm drainage facilities shall be designed to convey the flow of surface waters without damage to persons or property during the 100-year storm.
- D. The 100-year floodplain for streams shall be as defined by the Federal Emergency Management Agency (FEMA), U.S. Army Corps of Engineers (USACE), or Ohio Department of Natural Resources (ODNR). Where such determinations have not been made by the listed agencies, the 100-year storm elevation shall be estimated through a hydraulic analysis by a Professional Engineer licensed in Ohio. It is preferred that the hydraulic analysis for the flood routing path be performed in the USACE modeling software HEC-RAS. Other requested methods shall be approved by the County Floodplain Administrator.
- E. The system shall ensure drainage at all points along streets and provide positive drainage away from buildings and onsite waste disposal sites.
- F. The facilities shall be designed to prevent the discharge of excess runoff onto adjacent properties.
- G. The design shall ensure that street pavement is dry for one 10-foot lane on local and collector streets and two 10-foot lanes on arterial streets, except that water may flow 6 inches deep across the crown of local or collector streets at designated locations.
- H. The Regional Planning Commission and County Engineer may require a primarily underground system to accommodate frequent floods and a secondary surface system to accommodate larger, less frequent floods.
- I. The requirements for the flood routing path shall be in accordance with the latest edition of the Special Purpose Flood Damage Prevention Regulations for Fairfield County.

4 STORMWATER RUNOFF CONTROL CRITERIA

Stormwater runoff generated from onsite areas shall be controlled before it is discharged from the development site. Section 4 provides the criteria for designing stormwater facilities that control stormwater discharges from the development improvements to prevent flooding, streambank erosion, and downstream water quality impairment. Stormwater drainage plans will not be approved until it is demonstrated that the onsite runoff will be controlled with the criteria in Section 4.

4.1 STORMWATER QUANTITY CONTROL REQUIREMENTS (CRITICAL STORM METHOD)

- A. The Critical Storm Method shall be used to determine the critical storm for peak rate of runoff control. Storm drainage systems for land being developed, redeveloped, or improved shall be designed so that the peak rate of stormwater runoff after development does not exceed the peak rate of runoff before development, for all storms, from the critical storm up to a 100-year frequency, 24-hour storm, and does not exceed the peak rate of runoff for a one-year storm before development of the land for a one-year storm through the critical storm.
1. The critical storm shall be determined by calculating the volume of runoff from a one-year storm occurring over the area before (pre-development) and after development (post-development). The total volume of runoff from a one-year frequency, 24-hour storm occurring on the area before and after development shall be determined by hydrograph routing methods, the appropriate hydrologic method detailed in Section 2.5. Then determine the percent of increase in volume due to development and using this percentage, determine the critical storm from the following table. If the percentage of increase in volume of runoff is:

Table 4-1: Critical Storm Determination

Equal To Or Greater Than	And Less Than	The Critical Storm For Discharge Limitation Will Be:
10	20	2 years
20	50	5 years
50	100	10 years
100	250	25 years
250	500	50 years
500	-	100 years

2. Storage volume does not have to be provided for off-site upstream runoff except where restricted capacity exists at the downstream discharge point. Flow from the off-site areas will be routed through the development's drainage system at a rate determined in the same manner as the on-site system. Off-site land uses and the associated drainage systems prevailing at the time of development shall be considered as the pre-development condition for the purpose of calculating the flows to be routed through the development.
- B. The following conditions may exempt a development from meeting the above design standards.

1. When it is determined by the County Engineer that the release of the peak flows caused by the development will not adversely affect the downstream drainage system. This will be determined from the information supplied for the development and other available information, such as the history of drainage for that area, and the NRCS reports and data.
2. When other arrangements have been made for handling the peak flows from the development which are satisfactory to the County Engineer.

4.2 STORMWATER QUALITY CONTROL REQUIREMENTS

- A. The latest editions of the ODNR Rainwater and Land Development Manual and the Ohio EPA Construction General Permit shall be the governing reference for the design, operation, and maintenance of all stormwater quality control facilities within the unincorporated areas of Fairfield County.
- B. Stormwater qualitative control must be implemented into sites in accordance with general and specific requirements outlined in Ohio EPA's permit for stormwater discharges associated with construction activity (Ohio EPA Construction General Permit).
- C. The design water quality volume for all stormwater control measures shall be as required in the current OPEA Construction General Permit.
- D. Methodologies that incorporate infiltration and rainwater reuse and/or harvesting techniques are encouraged.

4.3 STORMWATER CONTROLS

This section outlines criteria for successful design of basins and other structures that control stormwater discharges from development and redevelopment projects to prevent flooding, streambank erosion, and water quality impairment in downstream areas.

The criteria in this section are applicable to public and privately owned facilities. Privately owned facilities may be required to file a maintenance agreement or policy with the County or MS4 community to ensure long term operation. A sample Maintenance Agreement is included in Appendix E.

4.3.1 Basins

- A. Basins are frequently used to meet peak flow control (allowable post-development runoff rate) requirements for a site. Their design may also include features to control water quality. In instances where basins are utilized to provide water quantity and water quality controls, peak flow rate and drawdown time criteria for both water quantity and water quality shall be met.
- B. General Requirements: the following criteria shall be used to define the layout and geometry of all stormwater quantity and quality detention basins in Fairfield County:
 1. Basins shall not be located on uncompacted fill, on slopes 3 (horizontal) to 1 (vertical) or flatter, or where infiltrating groundwater could adversely impact slope stability.
 2. Basins shall be designed such that they readily accommodate flow from a site's major flood routing path(s). Overland flow from a site shall be directed to a site's basin(s), to ensure that site runoff is controlled.

3. Basins shall be designed with emergency spillways for storms that exceed the basin capacity. Emergency spillways shall be designed to direct the flow from a 100-year, 24-hour and less frequent storm events to a suitable downstream flood routing path without erosion, scouring, or soil undermining, and to meet applicable Ohio Department of Natural Resources (ODNR) Ohio Dam Safety requirements.
4. Basins shall be designed so that the peak water surface elevation in the basin does not overtop the basin embankment or flood structures around the basin. A minimum “freeboard” of 1 foot shall be maintained below the basin embankment elevation and below the first-floor elevation of structures near the basin.
5. Side slopes within and adjacent to the basin shall be 4 (horizontal) to 1 (vertical) or flatter to prevent bank erosion and minimize safety risks when the basin is full. The maximum cross slope for the vehicle access way shall be two percent (2%).
6. Basins shall be designed to limit migration of groundwater from the basin towards sanitary sewers and building basements. The County shall require that a geotechnical analysis of the area be performed where the basin is proposed, so that groundwater controls may be properly incorporated into the design. If the geotechnical analysis determines that exfiltration from the basin may increase infiltration into sanitary sewers or basements, then the basin design shall include compacted clay or a synthetic liner (note the liner requirement for wet basins in Section 4.3.1.2 below).
7. The design engineer shall determine during preliminary design if basins are subject to ODNR Dam Safety regulatory classifications (Class I through Class IV). All impoundment structures that require a dam safety permit from ODNR (Class I through III impoundment structures) shall provide sufficient design information to demonstrate that dam safety permit requirements will be satisfied, including a description of the fill materials, required compaction, downstream easements, and other features provided to satisfy ODNR dam safety requirements, and to limit seepage through the impoundment structure and protect the integrity of the structure. An as-built certification of the fill compaction shall be provided when construction is complete and ODNR Dam Safety officials have signed off.
8. All inflow pipes shall be designed so the inverts are at or above the normal pool with headwalls or endwalls. Rock channel protection designed according to the latest edition of ODOT L&D Volume 2 shall be used to minimize erosion around the headwall or endwall, as well as along the side slopes of the basin under each inflow pipe or open channel.
9. Channel protection shall be used where the peak flow velocity during the 5-year design storm exceeds the criteria for grass watercourses. Such protection shall extend to the basin’s bottom or 2 feet below the normal water elevation of any permanent pool.
10. Woody vegetation shall not be planted or allowed to grow on the embankment or on an auxiliary spillway.
11. Permanent stormwater quantity control basins may be used as temporary sedimentation basins designed to control sedimentation during construction. It shall be required to remove collected sediments, remove the temporary outlet, install the permanent outlet structure as designed. In instances where vegetation is not established, additional measures shall be taken to ensure that the area is stabilized, including providing additional topsoil, additional seeding and mulching, or providing sodding in the areas where sparse ground cover occurs.

12. Debris control structures (trash racks) for both wet and dry basins may be required at the basin outlet if the potential exists for debris to enter the basin through an open watercourse or large diameter inlet pipe. Debris control structures shall be designed using Hydraulic Engineering Circular No. 9, available from the U.S. Department of Transportation, Federal Highway Administration.
13. Basins shall be designed with outlet control structures sized to meet the stormwater quantity control requirements and stormwater quality control requirements.
14. Seepage along any structure that extends through the embankment to the downstream slope shall be controlled using an anti-seep collar or drainage diaphragm. The collar/diaphragm shall be aligned approximately parallel to the centerline of the stormwater basin or approximately perpendicular to the direction of seepage flow, extending horizontally and vertically into the adjacent embankment and foundation to intercept potential cracks, poorly compacted soil zones or other discontinuities associated with the structure or its installation. Appropriate criteria for establishing the minimum horizontal and vertical distances from the surface of the conduit may be obtained from NRCS Technical Release 60 (TR-60) or NRCS Part 628 Dams – National Engineering Handbook, Chapter 45 – Filter Diaphragms, Appendix A.
15. Open channels receiving discharges from basins shall be protected with rock channel protection or other channel armoring as presented in this Manual.
16. Outlet structure shall be sized to achieve the release rates required. Outlets shall be designed to resist plugging by meeting the following criteria.
17. There are no size limitations on orifice outlets; however, the designer must present sufficient information proving that the orifice will not clog.
18. Alternative outlet designs (e.g., V-notch weir, perforated) of smaller orifice diameters may be permitted upon approval of the County Engineer if acceptable design practice is proven for site conditions. Alternative orifice designs shall also include schedules for more frequent operation and maintenance.
19. Basin outlet structures shall be designed to retain floatables, such as debris, oil, and grease within the basin up through and including the 100-year design storm event. Acceptable floatable control devices include perforated pipes, skimmers, baffles, inverted pipes and other devices that the County determines to be suitable.
20. It is required that basins be provided with an emergency drain, where practicable, so that the basin may be emptied if the primary outlet becomes clogged and/or to drain the permanent pool to facilitate maintenance. If an emergency drain is used, the emergency drain shall be designed to drain by gravity and made of approved materials as specified in City of Columbus CMS Item 901. If site conditions prevent gravity flow, basins may be designed to drain by pumping. Basins requiring pumping may be provided with an emergency drain made of ductile iron pipe with mechanical joints and a quick connect coupling extended to the bottom of the basin at a point near the outlet structure. It is suggested that emergency drains have an elbow within the basin to prevent sediment deposition, and a diameter capable of draining the basin within 24 hours. The emergency drain should include an operable gate, plug valve, mud valve, ball valve, or sluice gate, which should be set and locked in the closed position. Valves or gates should be located inside of the riser at a point where they will not normally be inundated and can be operated in a safe manner.

4.3.1.1 Dry Basins

- A. The following shall apply to the design of dry basins for stormwater quantity control:
1. Dry basins shall be designed, constructed, and maintained for a maximum 48-hour detention period after the design storm and shall remain completely dry between storm events.
 2. Dry basins shall be designed to drain toward the outlet or micropool in order to minimize standing water and saturated soil conditions that impede maintenance and mowing of the facility.
 3. Dry basins that will be publicly maintained shall include a paved low flow channel from each inlet pipe or open channel to the basin's outfall. Paved low flow channels are recommended for privately maintained basin facilities. The maintenance plan for dry basins that do not include a paved low flow channel shall describe how the basin will be maintained and drain efficiently. Low flow channels shall be designed per the following requirements:
 - a. Bottom width – minimum width shall be 6 feet (to allow access for maintenance equipment),
 - b. Side slopes – shall not be steeper than 4 (horizontal) to 1 (vertical),
 - c. Channel slope – minimum slope toward the basin outlet shall be 0.5% for channels with paved bottoms, and
 - d. Channel depth – minimum depth of channel shall be 1 foot.
 4. The bottom and side slopes of the channel shall be 6-inch (minimum) thick concrete reinforced with steel reinforcement per ODOT CMS 509 to accommodate temperature stresses and composed of air-entrained Class C concrete per ODOT CMS 499; weep holes shall be designed in the concrete side walls.
 5. The minimum bottom width for dry basins, other than the low flow channel, shall be 12 feet to allow for vehicular access for maintenance. The basin bottom shall be sloped to drain, and such slopes shall be sufficient to mitigate against "flat spots" developing due to construction errors and soil conditions. The minimum transverse slope for the bottoms of such facilities shall be 2.0%.
 6. Dry basins shall be provided with topsoil and shall be seeded and mulched to prevent erosion per ODOT CMS 653 and 659, and Chapter 5 of this Manual. Grasses seeded within the basin should be able to survive 48 hours under water. Jute and Excelsior matting shall be used as required to stabilize slopes and prevent erosion.
 7. A perforated pipe underdrain shall be provided beneath basins that are not constructed with a bottom channel. The underdrain shall have a minimum grade of 0.5%. The perforated pipe shall have a minimum diameter of 4 inches. A granular backfill of crushed No. 57 aggregate shall be provided up to a minimum of 4 inches above the outside diameter of the pipe.

4.3.1.2 Wet Basins

- A. The following shall apply to the design of wet basins for stormwater quantity control:
1. The depth of wet basins shall be no more than 12 feet below the basin's normal water elevation. The County may approve deeper ponds that are to be privately owned and operated where practices (e.g., aeration) are proposed to prevent thermal stratification.

2. A compacted clay or synthetic liner shall be required for all wet basins. Liners shall be designed in accordance with the latest edition of the ODNR Rainwater and Land Development Manual.
3. The minimum bottom width of wet basins shall be 12 feet.
4. The perimeter of all permanent pool areas deeper than 4 feet shall be surrounded by a safety bench that extends at least 8 feet and no more than 15 feet outward from the normal water edge, as illustrated below in **Figure 4-1**. The portion of the bench within 8 feet of the shoreline shall have an average depth of 6 inches below the permanent pool. The remainder of the bench shall be no more than 15 inches below the permanent pool to enhance public safety, and to limit growth of dense vegetation in a manner that allows waves and mosquito predators to pass through the vegetation. The maximum slope of the bench shall be 10 (horizontal) to 1 (vertical).

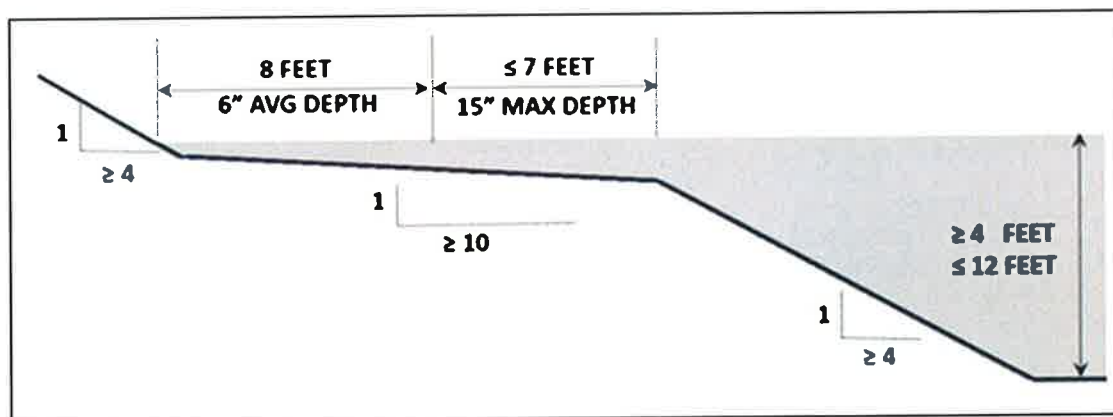


Figure 4-1: Wet Basin Dimensions

5. Side slopes for wet basins shall be a minimum of 4 (horizontal) to 1 (vertical) from the maintenance berm, or top of embankment down to the aquatic bench, and from the aquatic bench to the bottom of the basin.
6. At a minimum, wet basins shall be provided with topsoil, seeded, and mulched (per ODOT CMS 653 and 659 and Section 5 of this Manual) in all areas that are above the basin's permanent pool. Appropriate species shall be specified in areas along the perimeter of the basin at elevations higher than the permanent pool that are periodically inundated after storms. A Landscape Plan shall be submitted to Regional Planning showing proposed planting species and locations.
7. Growth of aquatic vegetation shall be restricted to the periphery of wet basins. The presence of a mechanical aerator, such as a fountain in the middle of the pond, may be used to make the site more attractive, deter the growth of unwanted vegetation, and make the habitat more suitable for fish. Maintenance of such mechanical aerators, or other similar features shall be the responsibility of the owner, or Homeowner's Association.
8. Wet basins and stormwater wetlands shall not be constructed any closer than 10,000 feet from a public-use airport (i.e., a publicly or privately owned airport open to public use) serving turbine-powered aircraft, or 5,000 feet from a public-use airport serving piston-powered aircraft as recommended by the Federal Aviation Administration (FAA), Advisory Circular Number 150/5200-33. As an alternative, dry basins and green roofs

are stormwater best management practices that do not maintain a permanent pool of water and are not as likely to attract large numbers of waterfowl.

4.3.2 Bioretention

- A. Bioretention practices are stormwater basins that utilize soil media, mulch, and vegetation to treat runoff and improve water quality for small drainage areas. Bioretention BMPs provide effective treatment for many runoff quality problems including reduction of total suspended solids, heavy metals, organic compounds, bacteria, and nutrients by promoting settling, adsorption, microbial breakdown, and nutrient assimilation by plants.
- B. A bioretention area consists of a depression that allows shallow ponding of runoff and gradual percolation through a soil media, after which it either infiltrates through undisturbed soils or enters the storm sewer system through an underdrain system. Bioretention BMPs are sized for common storm events (water quality volume) with runoff volumes from larger events typically designed to bypass the BMP.
- C. Bioretention BMP design shall be based on the latest edition of the ODNR Rainwater and Land Development Manual.

4.3.3 Parking Lot Storage

- A. Parking lot storage is a stormwater quantity control measure allowing shallow ponding within paved portions of the parking lot during the design storm event. Controlled release features are incorporated into the surface drainage system of the parking lot. Parking lot storage is a convenient multi-use structural control method where impervious parking lots are planned.
- B. Ponding in parking or traffic areas shall be designed for a maximum ponding depth of 4 inches for all storms up to and including the 100-year event. Flood routing or overflow to a designed conveyance system must occur after the maximum depth is reached.
- C. Runoff from specific graded areas within a parking lot shall be controlled by orifices. The release rate of the flow from a parking lot storage facility shall meet the allowable post-development runoff criteria presented in Section 4.1. The outlet device shall be at least a 4-inch diameter single orifice for water quantity control; however, alternative outlet designs (e.g., V-notch weir, perforated) of smaller diameter that are required to fully meet design criteria may be permitted upon submittal of an adequate maintenance plan and County Engineer approval.
- D. A site with a parking lot storage facility shall employ a separate water quality treatment BMP that meets the water quality treatment criteria. This BMP may be located either downstream of the parking lot or integrated into the medians, landscaping, or other pervious areas of the parking lot.

4.3.4 Underground Storage

- A. Underground storage is a stormwater quantity control measure that includes a series of underground pipes or chambers and has a designated release feature to control stormwater discharge. The construction, maintenance, and operation costs associated with underground storage methods for stormwater control tend to make this method a costly option.

- B. Underground storage facilities shall not be used in instances where the County is to own, operate, or maintain the facility.
- C. If underground storage is to be used, a plan for long term maintenance of the facility shall be provided to the County Engineer's Office, including a Health and Safety Plan for confined space entry. The County Engineer will not take ownership, nor be responsible for maintenance of underground storage structures.
- D. The release rate of the flow from an underground storage facility shall meet the calculated allowable post-development runoff rate detailed in Section 4.1.
- E. A site with an underground storage facility shall employ a separate water quality BMP that meets all of the water quality treatment criteria.

4.3.5 Other Stormwater Controls

The stormwater control measures described above in Section 4.3 are the preferred measures by the County for controlling stormwater. However, the County follows the stormwater control measure criteria of the Ohio EPA Construction General Permit and the ODNR Rainwater and Land Development Manual. It is recognized that other measures included in these references may be applicable. The additional stormwater control measures allowed by the County, with approval by the County Engineer on a project-by-project basis, include infiltration trenches, green roof technologies, permeable pavement, sand filters, and vegetated swales. Stormwater control measures shall meet all required quantity and quality criteria of this Manual, the Ohio EPA Construction General Permit, and the ODNR Rainwater and Land Development Manual.

5 EROSION AND SEDIMENT CONTROL

An Erosion and Sediment Control Plan shall be submitted and approved prior to any land disturbing activities on development areas involving earth disturbance of one acre or more or when part of a larger development area. Final construction drawings which are a portion of a larger preliminary plan shall submit an Erosion and Sediment Control Plan regardless of disturbed acreage. Coverage through the latest Ohio EPA Construction General Permit is required prior to any land disturbing activities beginning for construction. Erosion and sediment controls or Best Management Practices (BMPs) must meet the requirements of the latest Ohio EPA Construction General Permit and be implemented in accordance with the standards and specifications in the ODNR Rainwater and Land Development Manual (latest edition with updates).

All temporary and permanent erosion and sediment control practices shall be designed and constructed to minimize maintenance requirements. They must be maintained and repaired as needed to assure continued performance of their intended function throughout the maintenance period. The person or entity responsible for continued maintenance of permanent and temporary erosion controls shall be identified to the satisfaction of the Fairfield County Regional Planning Commission prior to any land disturbing activities.

Erosion and Sediment Control Plans shall be in accordance with Section 6.3.3 of this Manual. The Regional Planning Commission shall accept or reject all Erosion and Sediment Control Plans for projects that are subject to review and approval of the Regional Planning Commission. The County Engineer shall accept or reject all Erosion and Sediment Control Plans for projects that are not subject to review and approval of Fairfield County Regional Planning Commission.

6 STORM DRAINAGE PLAN REQUIREMENTS

All design calculations and/or modeling results related to storm infrastructure design, detailed design drawings, and technical specifications corresponding to the storm infrastructure improvements shall be submitted to the County Engineer for review and approval. All design calculations and/or modeling results related to storm infrastructure design, detailed design drawings, and technical specifications corresponding to the storm infrastructure improvements shall also be submitted to the Regional Planning Commission for projects that are subject to the approval of the Regional Planning Commission. After completion of construction, record drawings shall be prepared and submitted to the County Engineer and/or the Regional Planning Commission for review and approval. Section 6 describes the required submittals and their requirements.

6.1 GENERAL REQUIREMENTS

- A. Whenever any changes are contemplated for any natural watercourse within Fairfield County, the plans must also be approved by Fairfield SWCD as well as the US Army Corps of Engineers or Ohio EPA where required.
- B. All sediment and erosion control plans and post-construction BMPs must also be approved by Fairfield SWCD with concurrence from the County Engineer and County Sanitary Engineer.
- C. A Post-Construction Stormwater Management Plan shall be prepared for all developments covered by these regulations which require improvements to more than one acre of land or when part of a larger development area. The Post-Construction Stormwater Management Plan shall conform to any and all standards defined in the Ohio EPA Construction General Permit. The Notice of Intent, as well as a copy of the Post-Construction Stormwater Management Plan shall be provided to the County Engineer, County Sanitary Engineer and Fairfield SWCD as part of the Erosion and Sediment Control Plan submittal (Section 6.3.3).

6.2 PRELIMINARY STORM DRAINAGE PLAN

- A. Fairfield County requires that a preliminary storm drainage plan be filed with the Regional Planning Commission and the County Engineer. This item shall consist of the following:
 - 1. The preliminary storm drainage plan is to be prepared on a 22-inch by 34-inch sheet(s) on a scale not to exceed 1 inch = 200 feet.
 - 2. Project name and location.
 - 3. Owner and design engineer names and contact information.
 - 4. Topographic tributary area(s) for the site with acreages.
 - a. If there is offsite tributary area to the proposed project area, a separate storm drainage plan sheet showing the entire drainage area is required and shall include at least a 50-foot buffer beyond the property line.
 - 5. Development site layout.
 - 6. Existing field tiles and drainage ditches.
 - 7. Approximate arrangement of the drainage system and streets.
 - 8. Origin and proposed destination of stormwater.
 - 9. The proposed drainage facilities including proposed basin locations.
 - 10. Proposed pre-development runoff coefficients and post-development runoff coefficients.
 - 11. Critical storm calculation and calculated flows for the pre-development 1-year through 100-year events.

12. Required detention volumes for 1-year, critical, and 100-year events.
 13. Anticipated permits applicable to the project.
 14. Wetlands delineated in accordance with the federal and/or state agency with jurisdictional authority. The U.S. Army Corps of Engineers, Huntington District, is the agency with jurisdictional authority over wetland area delineation and all delineations by the developer must be approved prior to approval of construction plans.
 15. The approximate flood plain limits of drainage ways.
- B. The design engineer is encouraged to contact FEMA or the local floodplain administrator for assistance in determining the flood plain limits and watershed areas.

6.3 FINAL STORM DRAINAGE PLAN

6.3.1 Stormwater Management Report

- A. Three copies of the Stormwater Management Report shall be submitted to the Regional Planning Commission for projects that are subject to review and approval of the Regional Planning Commission or shall be submitted to the County Engineer for projects that are not subject to review and approval of Fairfield County Regional Planning Commission.
- B. Calculation Requirements
- Calculations shall be provided for all of the stormwater conveyance and stormwater control facilities required by the Manual and shall be stamped and sealed by a Professional Engineer licensed in Ohio. Calculations shall be organized and presented in a manner that demonstrates compliance with the County's stormwater management requirements. Calculations shall include, but are not limited to, impervious area calculations, storm sewer calculations, culvert calculations, open channel/watercourse calculations, flood routing calculations, stormwater detention calculations, BMP calculations, as applicable. The report shall also include a summary of any software used in designing the stormwater conveyance systems and/or stormwater controls. Appendix C includes standard conveyance calculation sheets to be submitted in the appendices of the Stormwater Management Report. The following calculation tables are standard calculation tables to be included in the body of the Stormwater Management Report.
1. Summary table for drainage area conditions for all onsite and offsite basins and for both the pre- and post-development conditions. The sub-basin name designation shall match what is shown on the storm drainage plan.

Sub-Basin Name	Soil Type	Cover Description	CN	Area (acres)	CN*Area
	$CN_{\text{composite}} = \frac{\sum (CN * \text{Area})}{\sum \text{Area}}$				

2. Summary table for the critical storm determination

Project Area (acres)		
1-Year, 24-Hour Rainfall (inches)		
	Pre-Developed Condition	Post-Developed Condition
Curve Number		
Runoff , Q (inches)		
Total Runoff Volume (cubic feet)		
Percent Increase in Runoff		
Critical Storm		

3. Summary table of pre-developed condition peak flows.

Storm Event (24-Hour)	Pre-Developed Condition (Onsite) Peak Flow Rate (cfs)	Pre-Developed Condition (Offsite) Peak Flow Rate (cfs)	Pre-Developed Condition (Combined) Peak Flow Rate (cfs)
1-Year			
2-Year			
5-Year			
10-Year			
25-Year			
50-Year			
100-Year			

4. Summary table of allowable release rates for the basin.

Storm Event (24-Hour)	Allowable Release Rate (Onsite) Based on Critical Storm (cfs)	Pre-Developed Condition (Offsite) Peak Flow Rate (cfs)	Total Allowable Release Rate (cfs)	Post-Developed Condition Basin Release Rate (cfs)
1-Year				
2-Year				
5-Year				
10-Year				
25-Year				
50-Year				
100-Year				

5. Summary table of the required basin volumes and peak water surface elevations.

Storm Event (24-Hour)	Water Surface Area (acres)	Peak Water Surface Elevation (feet)	Detention Storage Volume (acre-feet or cubic feet)
1-Year			
2-Year			
5-Year			
10-Year			
25-Year			
50-Year			
100-Year			

C. Maintenance Plan Requirements

The maintenance plan for the water quality BMPs on development sites shall define the specific maintenance requirements for each type of control facility designated for the site. Privately owned facilities may be required to file a maintenance agreement or policy to ensure long term operation. A sample Maintenance Agreement is included in Appendix E. The standard inspection checklist forms for BMPs to be used shall use those in the latest edition of the City of Columbus Inspection and Maintenance Guidance for Stormwater Control Practices.

D. Subsurface Investigation Reports

A copy of subsurface investigation reports and recommendations performed as part of the stormwater design process shall be included in the Stormwater Management Report. Subsurface reports submitted with the Stormwater Management Report must be prepared and signed by a Professional Engineer licensed in Ohio and experienced in geotechnical engineering.

E. Non-County Submittals/Permits

A copy of the applications for the following permits/approvals that shall be included in the Stormwater Drainage Plan may include, but are not limited to:

1. Notice of Intent (NOI) for coverage under the Ohio Environmental Protection Agency Construction General Permit and a copy of the stormwater pollution prevention plan prepared under the NOI permit.
2. Dam permits as issued by the Ohio Department of Natural Resources (ODNR) for pond embankments meeting ODNR dam criteria.
3. Industrial NPDES Stormwater Permit application to Ohio Environmental Protection Agency
4. 401 Water Quality Certification Permits issued by the Ohio Environmental Protection Agency
5. 404 Permits for impacts to regulated streams and wetlands issued by the United States Army Corps of Engineers.

6.3.2 Stormwater Construction Drawings

- A. The final construction drawings and specifications for stormwater improvements shall be prepared and signed Professional Engineer licensed Ohio.

- B. Three full size sets of construction drawings and specifications shall be submitted to the County Engineer, the Regional Planning Commission, and Fairfield SWCD for review and approval for projects that are subject to review and approval of the Regional Planning Commission or shall be submitted to the County Engineer and Fairfield SWCD for projects that are not subject to review and approval of Fairfield County Regional Planning Commission. The submission shall also include a digital copy of the construction drawings and specifications in PDF format.
- C. All plan sheets shall be full size (22-inch by 34-inch).
- D. The drawings shall include, but not limited to, a title sheet, general notes, estimate of quantities, plan and profiles, construction details and cross sections, maintenance of traffic (if applicable), and an Erosion and Sediment Control Plan (separate sheets – see Section 6.3.3).
- E. Spaces shall be provided on the title sheet for the approval signatures of the Fairfield County Engineer, County Sanitary Engineer, Regional Planning Commission (if applicable), Fairfield SWCD, and other possible appropriate County Officials, with approval dates.
- F. When the proper County officials have affixed their signatures to the construction drawings, such drawings become the property of the County; however, the owner/developer and/or the owner's designated representative shall correct the drawings to conform to the "as built" conditions.
- G. All elevations shall be on the current Fairfield County datum (per Section 1.15) and a complete description, location, and elevation of the Benchmark used shall be shown on the plans. Identify at least two temporary benchmarks on-site as well as permanent benchmark used.
- H. Easements with dimensions and appropriate bearings shall be on the final construction drawings, as appropriate and applicable. Adjacent offsite easements shall also be included on the drawings.
- I. The proposed work shall be shown in both plan and profile on the same sheet and in sufficient detail to clearly show all work to be done.
- J. In general, the horizontal scale shall be between 1 inch equals 50 feet and 1 inch equals 20 feet, and the vertical scale shall be 1 inch equals 5 feet or 1 inch equals 10 feet, except when larger scales are necessary to show details or special work.
- K. The plan view shall show existing and proposed right-of-ways, property lines and easements, utilities, as well as the existing or other proposed improvements to or features of, the land in the area of the improvement.
- L. The plan view shall be oriented so that the north arrow is toward the top or left margin of the plan sheet.
- M. Storm sewer and/or culvert profiles are required for all publicly maintained storm sewers and culverts, identifying all utility crossings and other pertinent engineering and construction information. The storm sewer and/or culvert profiles, at minimum, shall state the size, slope, pipe material, and class of proposed pipe.
- N. All open watercourses that are to be constructed or modified with the project shall be profiled and include the following:
 - 1. Profile of the top of bank on both sides where difference in elevation exists
 - 2. Profile of flow line (invert) of streambed.

3. Profile of the computed water elevation.
 4. Where land included is subject to flood, cross-sections, topography, and spot elevations are required.
- O. The plans shall include details and/or cross sections of inlets, open watercourses, culverts, BMPs, and wet/dry basins, as applicable. Appropriate dimensions and flow calculations shall also be furnished.

6.3.3 Erosion and Sediment Control Plan

- A. Erosion and Sediment Control Plans shall meet the minimum requirements of the Ohio EPA, the Fairfield SWCD, and this Manual.
- B. An Erosion and Sediment Control Plan developed to meet the requirements of the Ohio EPA, the Fairfield SWCD, and this Manual shall contain information listed below explaining how the standards and criteria will be met. Said plan shall be submitted as separate sheet(s) within all improvement plans and the SWP3. Any person seeking approval of a land disturbance proposal, on a map rendered from a base derived from the site final stormwater construction drawings or site grading plan, at a scale not to exceed 1" = 100', shall provide the following information.
1. A description of the nature and the type of construction activity.
 2. The boundary lines and approximate acreage.
 3. Total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavation, filling or grading, including off-site borrow areas).
 4. A description of prior land uses at the site.
 5. The name and/or location of the immediate receiving stream or surface water(s), the first subsequent named receiving water(s) and the extent and description of wetlands or other special aquatic sites at or near the site which will allow disturbed, or which will receive discharges from disturbed areas of the project.
 6. Location of the land disturbance area and its general surroundings including but not limited to:
 - a. Vicinity map indicating north arrow, scale, and other information necessary to easily locate the site.
 - b. Off-site areas susceptible to sediment deposits or to erosion caused by accelerated runoff from the land disturbance area, such as ponds and streams.
 - c. Off-site areas affecting potential accelerated runoff and erosion control.
 7. Existing topography of the land disturbance area and adjacent to it within 200 feet of the boundaries including the location of existing buildings, structures, utilities, water bodies, sewers, drainage facilities, vegetative cover, paved areas (streets, roads, sidewalks, etc.), and other significant natural or man-made features.
 8. A topographic map shall contain an appropriate contour interval to clearly portray the conformation and drainage pattern of the area including at least a 50-foot buffer beyond the property line. The maximum contour interval shall be based on field verified 1 foot contour interval mapping completed by a Professional Surveyor licensed in Ohio, unless a design exception is approved by the County Engineer. A delineation of drainage watersheds expected before and after major grading activities as well as the size of each drainage watershed in acres.
 9. A current soil map (latest edition of the Fairfield County Soil Survey – USDA NRCS), if central sewers are proposed or a supplemental soil map, if on-site wastewater treatment

- systems are proposed, as well as a description of the soil limitations for the proposed use. Soil types and depth to bedrock shall be depicted for all areas of the site including locations of unstable or highly erodible soils.
10. Proposed use of the land disturbance area including present development and ultimate utilization with detail on final soil cover, both vegetative and impervious.
 11. All proposed earth disturbance including:
 - a. Areas of excavation, grading, filling, installation of utilities, removal or destruction of topsoil, and spreading of earth material and including a time schedule of such operation.
 - b. The proposed final elevations and slopes.
 - c. Kinds of utilities and proposed area of installation.
 - d. Proposed paved and covered areas in square feet.
 - e. Proposed kind of cover on areas not covered by buildings, structures, or pavement. Description shall be in such terms as: lawn, turfgrass, shrubbery, trees, forest cover, riprap, mulch, permanent water, restored wetlands, etc.
 12. Proposed use including present development and future utilization with detail on soil cover both vegetative and impervious.
 13. Provisions for erosion control during construction (temporary) and during the life of the development (permanent). Such provisions shall include a time schedule and sequence of operations with an estimated time exposure and include the number, types, dimensions, and locations of all runoff, erosion, or sediment control devices to be utilized either temporarily or permanently on the area of land disturbance. Also, the location of areas likely to require temporary stabilization during development.
 14. Provisions for management of stormwater: Provisions should be made for both on-site and off-site tributary areas, including control of accelerated on-site runoff to a stable receiving outlet, the site conditions around points of all surface water discharge from the site, and velocities of the 10-year flow at outfalls.
 15. Design computations for structural measures for erosion and sediment pollution control.
 16. Description of measures that will be undertaken to prevent pollution of existing streams during construction activities and after construction is complete. If unpreventable, the following must be provided:
 - a. Description of mitigation measures to repair damage to the stream channels if the stream channel must be disturbed.
 - b. Justification for earth disturbance within the stream channel.
 17. Existing and proposed locations of buildings, roads, parking facilities, and utilities.
 18. Sediment and stormwater management basins noting their sediment settling volume and contributing area.
 19. Areas designated for storage or disposal of solid, sanitary and toxic wastes, including dumpster areas, areas designated for cement truck washout, and vehicle fueling.
 20. The location of designated construction entrances where the vehicles will access the construction site.
 21. The location of any in-stream activities including stream crossings.
 22. Proposed construction sequence describing the relationship between the implementation and maintenance of controls, including permanent and temporary stabilization, and the various stages or phases of earth disturbance and construction. The sequence of construction shall, as a minimum, include a schedule and time frame for the following activities:

- a. Clearing and grubbing for those areas necessary for installation of perimeter controls.
 - b. Construction of perimeter controls;
 - c. Remaining clearing and grubbing;
 - d. Basin Install;
 - e. Road grading;
 - f. Grading for the remainder of the site;
 - g. Utility installation and whether storm drains will be used, protected, or abandoned after construction;
 - h. Final grading, landscaping, or stabilization; and
 - i. Removal of temporary controls.
23. Seeding mixtures and rates, lime and fertilizer application rates, and kind and quantity of mulching for both temporary and permanent vegetative control measures. Details on proposed methods and schedules of providing temporary and permanent stabilization, pertaining to seeding and/or mulching shall be included.
 24. Provisions for maintenance of control facilities including easements to ensure short term erosion and sediment pollution control.
 25. Map reference data including title, bar scale, north point, legend and date on all plan maps.
 26. Statement identifying the name, address, and telephone number of the person(s) preparing the plan, the owner of the property where the grading is proposed, and the developer and/or person responsible for the development area.
 27. A statement indicating that the owner or owner's designated representative will notify the Fairfield SWCD 72 hours (3 working days), excluding weekends and holiday before commencing any earth disturbing activity. At the time this notice is given, the owner or owner's designated representative shall identify the site manager.
 28. A certification that all earth disturbance, construction, and development will be done pursuant to the plan.
 29. A place to show the name, phone number, fax number, and address for person(s) responsible for the installation, maintenance, and removal of all temporary and permanent erosion and sediment pollution control devices.
 30. The plan shall contain all documentation and permits levied by other natural resource agencies, including but not limited to:
 - a. Certified wetland delineations;
 - b. Permits for the US Army Corps of Engineers jurisdictional streams, wetlands, and waterways;
 - c. Ohio Environmental Protection Agency (EPA) National Pollution Discharge Elimination System (NPDES) permit; and/or
 - d. Floodplain permit.
 31. For subdivided developments where the sediment and erosion control plan does not call for centralized sediment control capable of controlling multiple individual lots, a detailed drawing of a typical individual lot showing standard lot erosion and sediment control practices. This does not remove the responsibility to designate specific erosion and sediment control practices in the sediment and erosion control plan for critical areas such as steep slopes, stream banks, and drainage swales.

- C. **Contractor Responsibilities** - At a minimum, procedures in an Erosion and Sediment Control Plan shall provide that all controls on the site are inspected at least once every seven calendar days and within 24 hours after any storm event greater than ½ inch of rain per 24-hour period. The contractor shall keep records of compliance to assure that the control practices are functional and to evaluate whether the erosion and sediment control is adequate and properly implemented in accordance with the schedule proposed. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of or the potential of pollutants entering the drainage system. Erosion and sediment control measures identified in the sediment and erosion control plan shall be observed to ensure that they are operating correctly. Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.
- D. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the contractor must replace or modify the control for site conditions.
 - 1. When practices require repair or maintenance: If the inspection reveals that a control practice needs repair or maintenance, with the exception of a sediment basin, it must be repaired or maintained within 48 hours of the inspection. Sediment settling basins must be repaired or maintained within seven days of the inspection.
 - 2. When practices fail to provide their intended function: If the inspection reveals that a control practice fails to perform its intended function and that another, more appropriate control practice is required, the sediment and erosion control plan must be amended, and the new control practice must be installed within seven days of the inspection.
 - 3. When practices depicted on the sediment and erosion control plan are not installed: If the inspection reveals that a control practice has not been implemented in accordance with the schedule contained on the plan, the control practices must be implemented prior to the next storm event, which produces runoff from the site, but in no case later than seven days from the date of inspection. If the inspection reveals that the planned control practice is not needed, the record must contain a statement of explanation as to why the control practice is not needed.
- E. The developer shall inform all contractors and subcontractors who will be involved in the implementation of the Erosion and Sediment Control Plan. The developer shall maintain a written document containing the signatures of all contractors and subcontractors involved in the implementation of the Erosion and Sediment Control Plan as proof acknowledging that they reviewed and understand the conditions and responsibilities of the Erosion and Sediment Control Plan. The written document shall be created and signatures shall be obtained prior to work on the construction site.

6.3.4 Easements

- A. When it is required to convey subsurface drainage or surface water outside the limits of the proposed improved area in order to discharge into an approved adequate outlet, it shall be the responsibility of the owner to obtain easements or rights-of-way for construction and maintenance of said drainage course. These easements shall be submitted to the County Engineer and recorded prior to approval of the final stormwater construction drawings.

- B. All drainage easements shall be shown on the final plat, the final approved/signed stormwater construction drawings, and the record drawings. The drainage easements shall be recorded for public use, and the maintenance of such drainage courses shall be the responsibility of the property owners receiving direct benefit therefrom. For any easement shown on the final stormwater construction drawings that contains a storm sewer, flood routing path, basin, and/or other stormwater structure(s), the stormwater structure rights are senior to the rights of any other public or private utility or interest utilizing the easement. Should access be granted for a utility, the disturbed area must be restored to its original condition. Any cost associated with the damage, repair, replacement, or relocation of any buried or above ground facility or structure that is necessary to allow the maintenance, repair, or replacement of the storm sewer, shall be the responsibility of the owner of said utility, facility, or structure. When maintenance, repair or replacement of a storm sewer causes the removal of any trees, plantings, landscaping, fence, driveway, or any other feature located within the easement, the replacement and cost of said items shall be responsibility of the owner of the underlying property or homeowner's association if applicable. Drainage easement widths and requirements shall conform to Section 1.13 Drainage Easements.

6.3.5 Record Drawings

- A. Upon completion of construction, three sets of full size (22-inch by 34-inch) record drawings and digital copies of record drawings in AutoCAD and PDF formats shall be furnished to the County Engineer, the Regional Planning Commission, and Fairfield SWCD as applicable.
- B. It is the responsibility of the owner and/or or owner's designated representative to furnish accurate record drawings that reflect the as-built conditions.
- C. The record drawings must be clearly noted as record drawings with their submission date.
- D. The record drawings submittal shall also include a geodatabase or shapefiles (ESRI ArcGIS) of all constructed stormwater infrastructure with survey grade accuracy (post-construction). The data shall be submitted on the same coordinate system and vertical datum used on the approved construction drawings and outlined in Section 1.15 Survey Standards. It is the responsibility of the owner and/or or owner's designated representative to furnish accurate GIS data with accurate post-construction survey data.

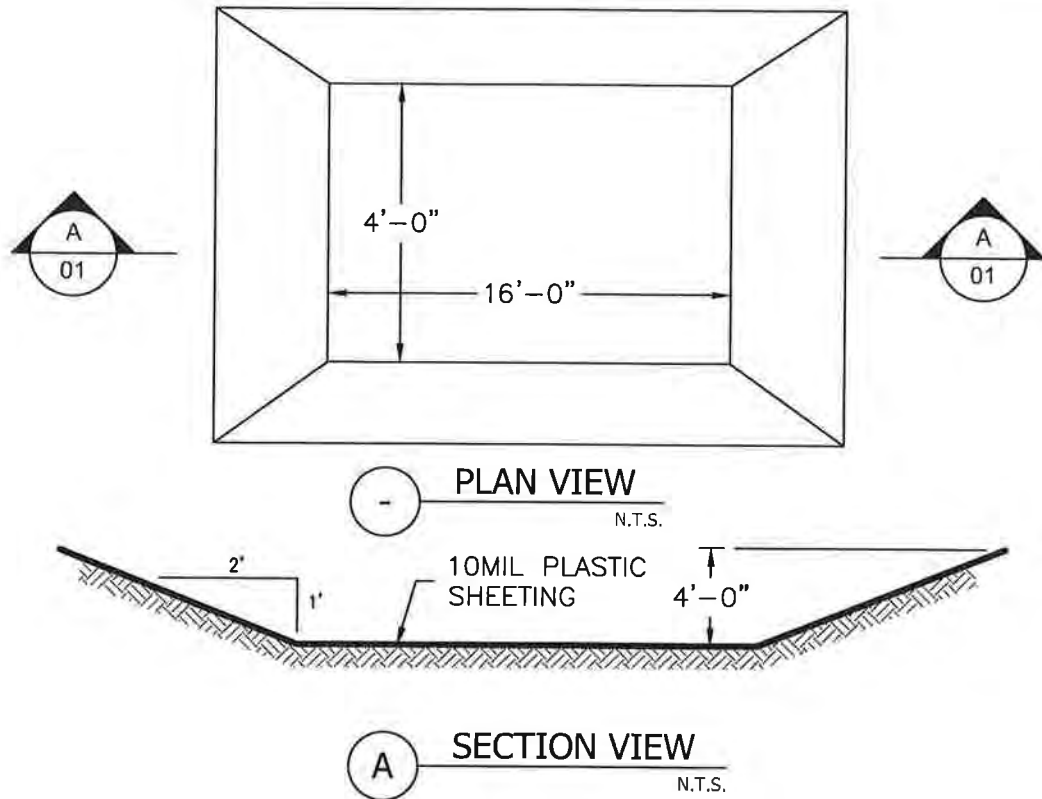
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Appendices

Appendix A	Miscellaneous Stormwater Details
	Concrete Washout
	Ditch Underdrain
	Inspection Well
	Construction Entrance
	Wet Basin Water Volume/Quality Control Structure
	Dry Basin Water Volume/Quality Control Structure
	Frye Flow Sediment Control Catch Basin
	Frye Flow Sediment Control Curb & Gutter
	Drop Inlet Sediment Barrier – Silt Fence
	Sediment & Erosion Control – Silt Fence
	Float Skimmer
	Sediment & Erosion Control – Rock Check Dam
	Sediment & Erosion Control – Straw Wattle
Appendix B	Design Exception Request Form
Appendix C	Standard Calculation Sheets
Appendix D	General Notes for Erosion and Sediment Control Plan
Appendix E	Post-Construction BMP Inspection and Maintenance Agreement Form

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APPENDIX A
MISCELLANEOUS STORMWATER DETAILS



NOTES:

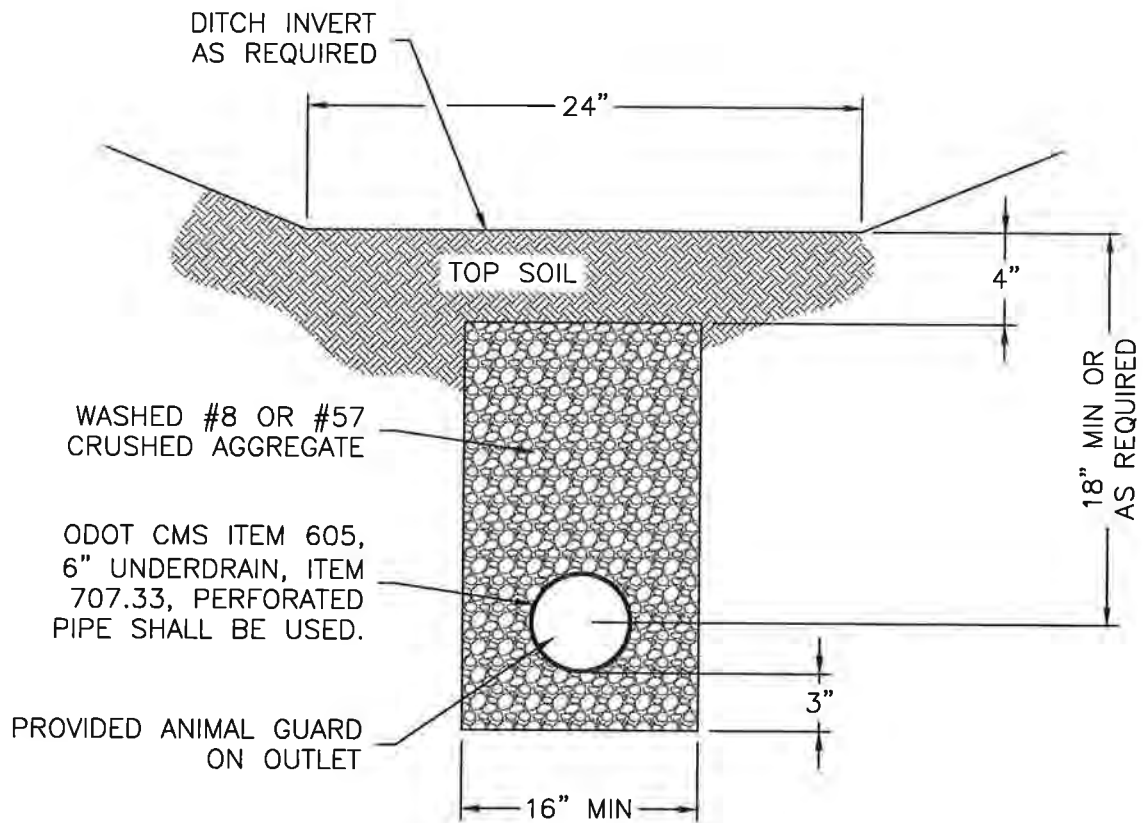
1. CONCRETE WASHOUT AREA(S) SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE. THE CONCRETE WASHOUT AREA SHALL BE ENTIRELY SELF-CONTAINED.
2. THE CONTRACTOR SHALL SUBMIT THE DESIGN, LOCATION AND SIZING OF THE CONCRETE WASHOUT AREA(S) WITH THE PROJECT'S EROSION AND SEDIMENTATION CONTROL PLAN.

LOCATION: WASHOUT AREA(S) ARE TO BE LOCATED AT LEAST 50 FEET FROM ANY STREAM, WETLAND, STORM DRAINS, OR OTHER SENSITIVE RESOURCE.

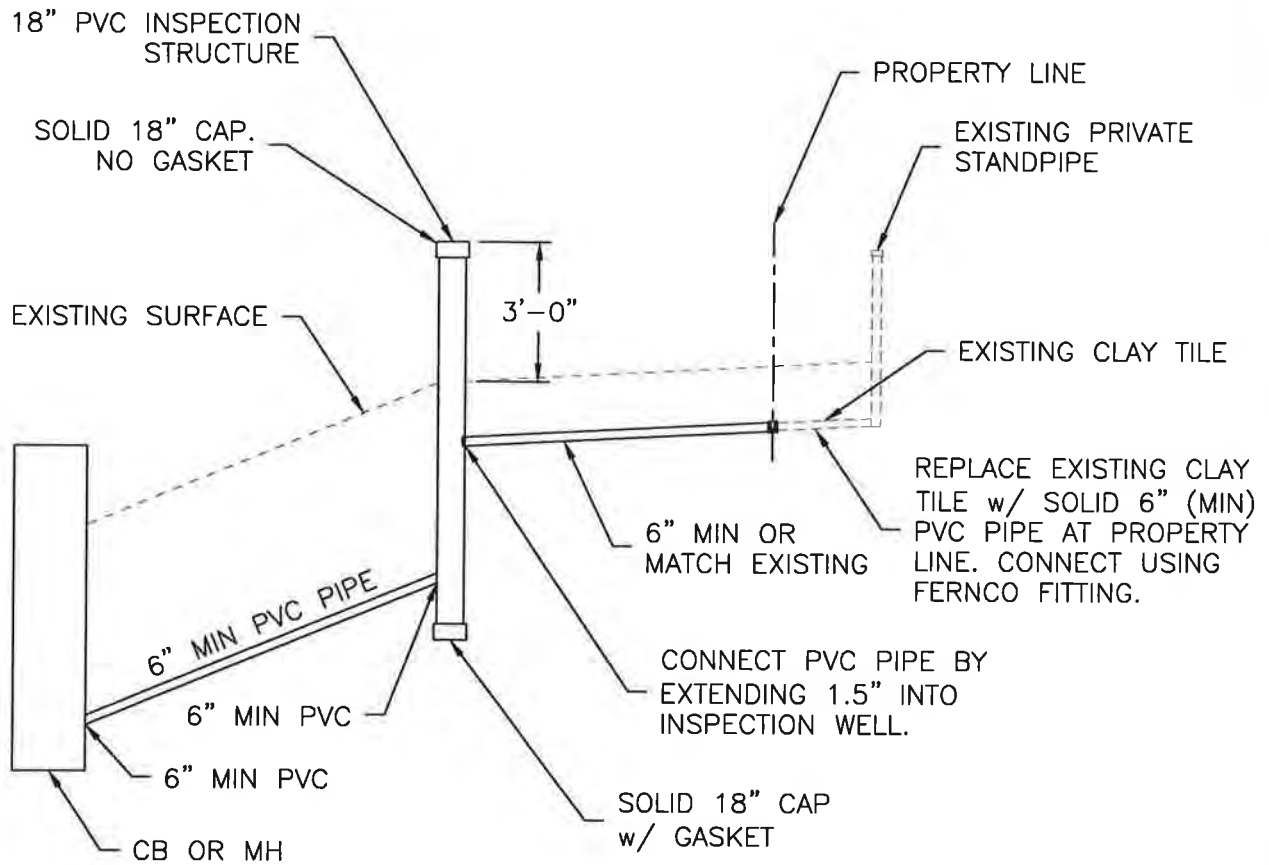
SIZE: THE WASHOUT MUST HAVE SUFFICIENT VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS INCLUDING, BUT NOT LIMITED TO, OPERATIONS ASSOCIATED WITH GROUT AND MORTAR.

3. WASHOUT AREA(S) ARE TO BE INSPECTED AT LEAST ONCE A WEEK FOR STRUCTURAL INTEGRITY, ADEQUATE HOLDING CAPACITY AND CHECKED FOR LEAKS, TEARS, OR OVERFLOWS. WASHOUT AREA(S) SHOULD BE CHECKED AFTER HEAVY RAINS.
4. HARDENED CONCRETE WASTE SHOULD BE REMOVED AND DISPOSED OF WHEN THE WASTE HAS ACCUMULATED TO HALF OF THE CONCRETE WASHOUT'S HEIGHT. ALL CONCRETE WASTE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS, REGULATIONS, AND GUIDELINES.

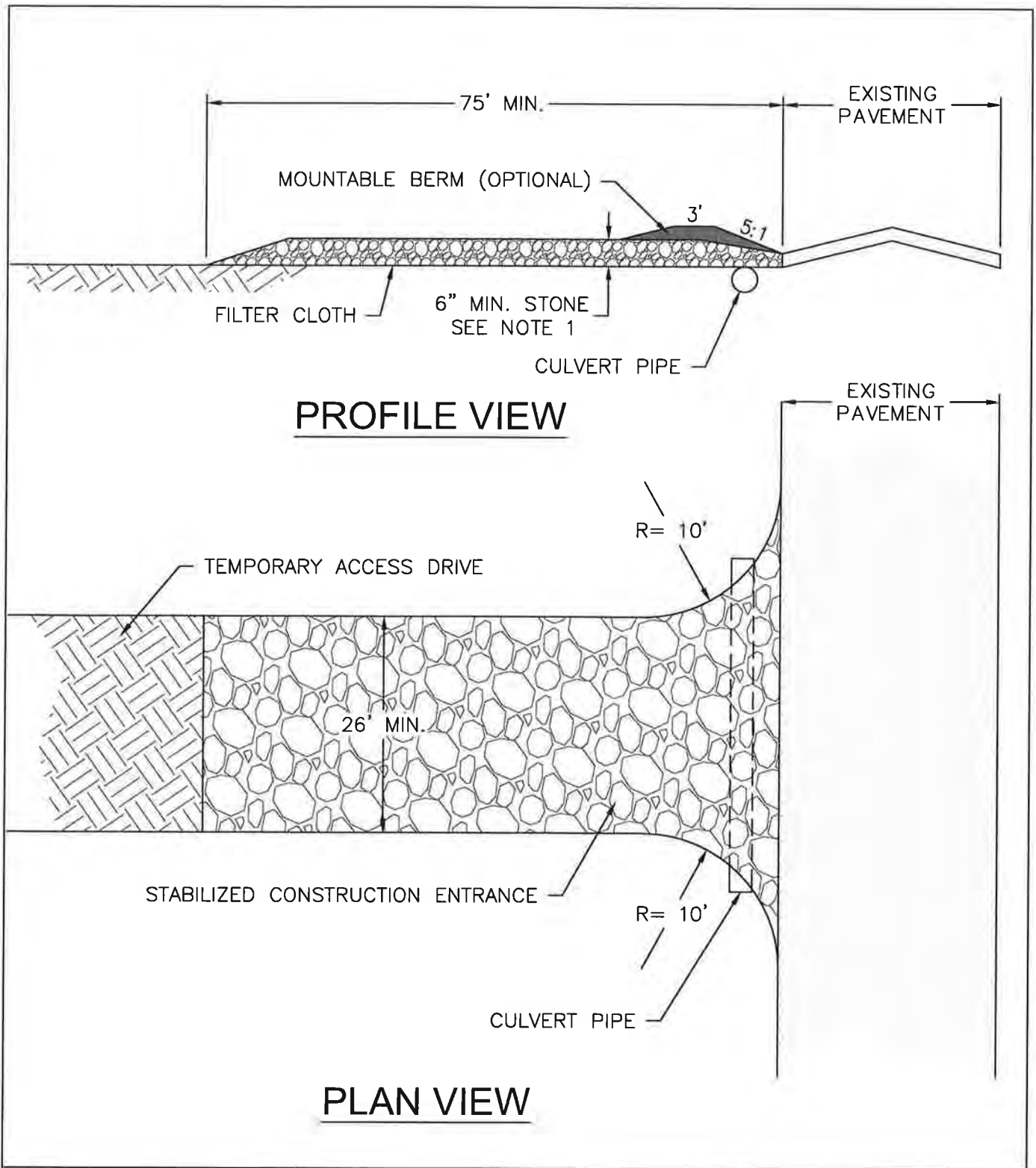
APPROVED	CONCRETE WASHOUT	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-01	SHT NO. 1/1



APPROVED	DITCH UNDERDRAIN	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-02	SHT NO. 1/1



APPROVED	INSPECTION WELL	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-03	SHT NO. 1/1

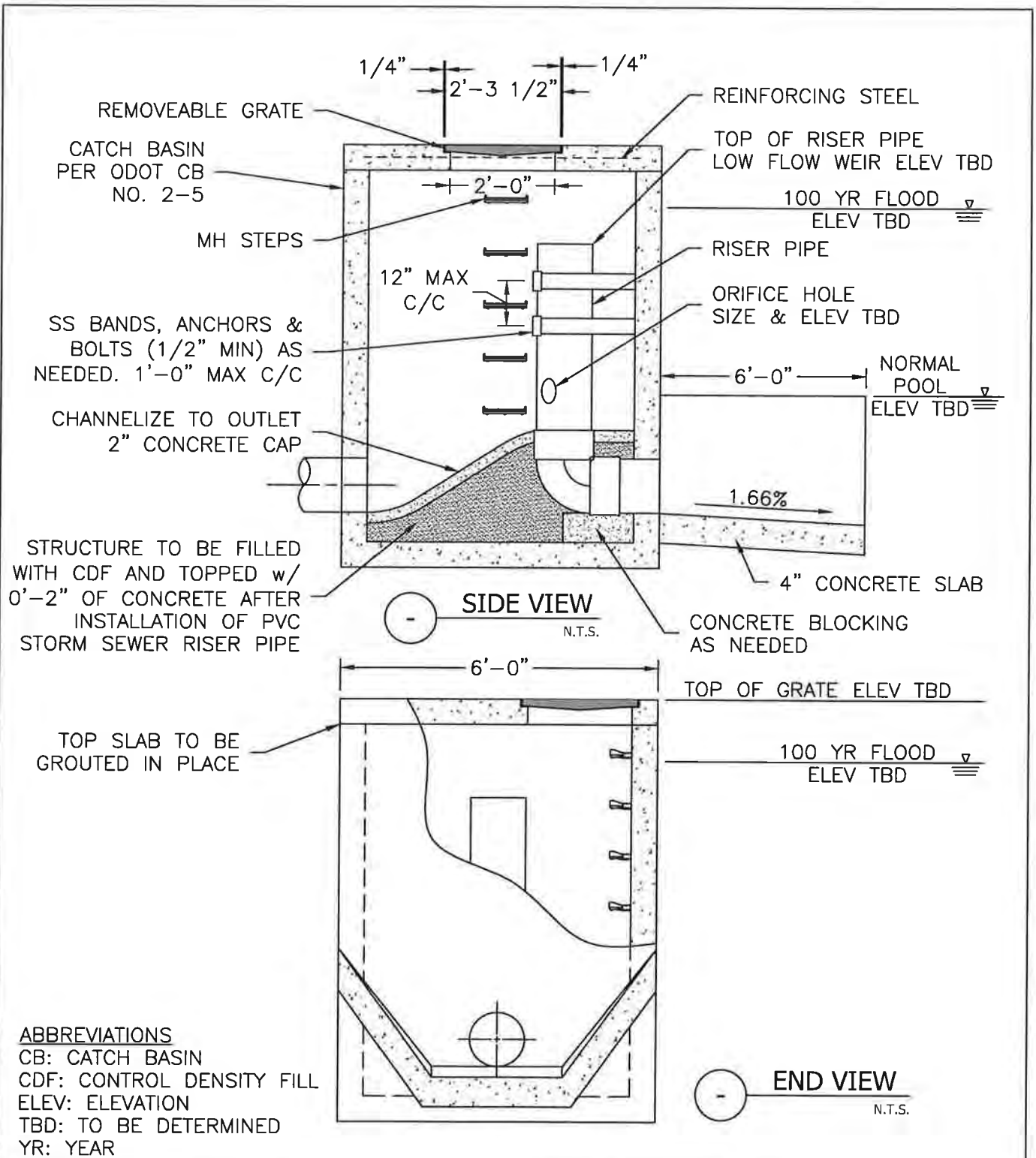


APPROVED	CONSTRUCTION ENTRANCE	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-04	SHT NO. 1/2

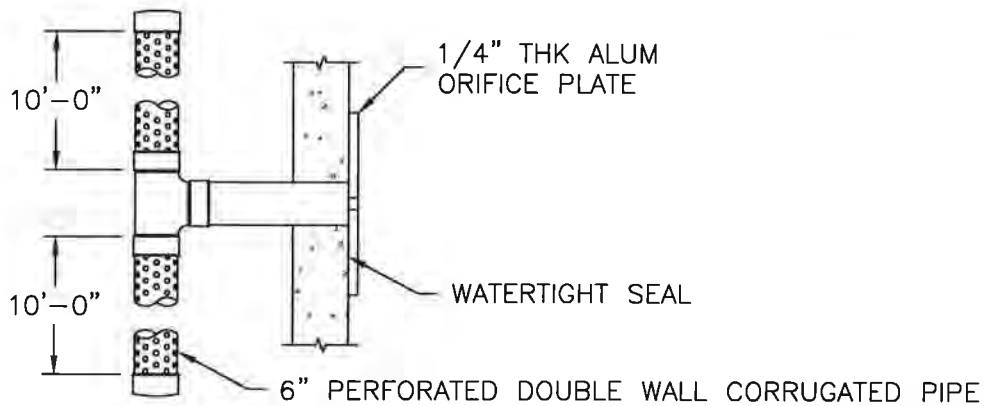
CONSTRUCTION SPECIFICATIONS

1. STONE SIZE – USE 2" STONE, OR RECYCLED OR RECLAIMED CONCRETE (NO METAL) OF EQUIVALENT SIZE.
2. LENGTH – 75' MIN.
3. THICKNESS – NOT LESS THAN SIX (6) INCHES.
4. WIDTH – TWENTY SIX (26) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH – PLACE OVER THE ENTIRE AREA OF DRIVE PRIOR TO PLACING STONE.
6. SURFACE WATER – ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ON THE PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND CLEAN OUT AND/OR REPAIR OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
8. WASHING – WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.
10. PRIOR TO RESTORATION, REMOVE AND DISPOSE OF ALL CONSTRUCTION ENTRANCE MATERIALS AND RESTORE THE AREA TO THE PRE-EXISTING GRADE AND DRAINAGE CONDITION.

APPROVED	CONSTRUCTION ENTRANCE	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-04	SHT NO. 2/2

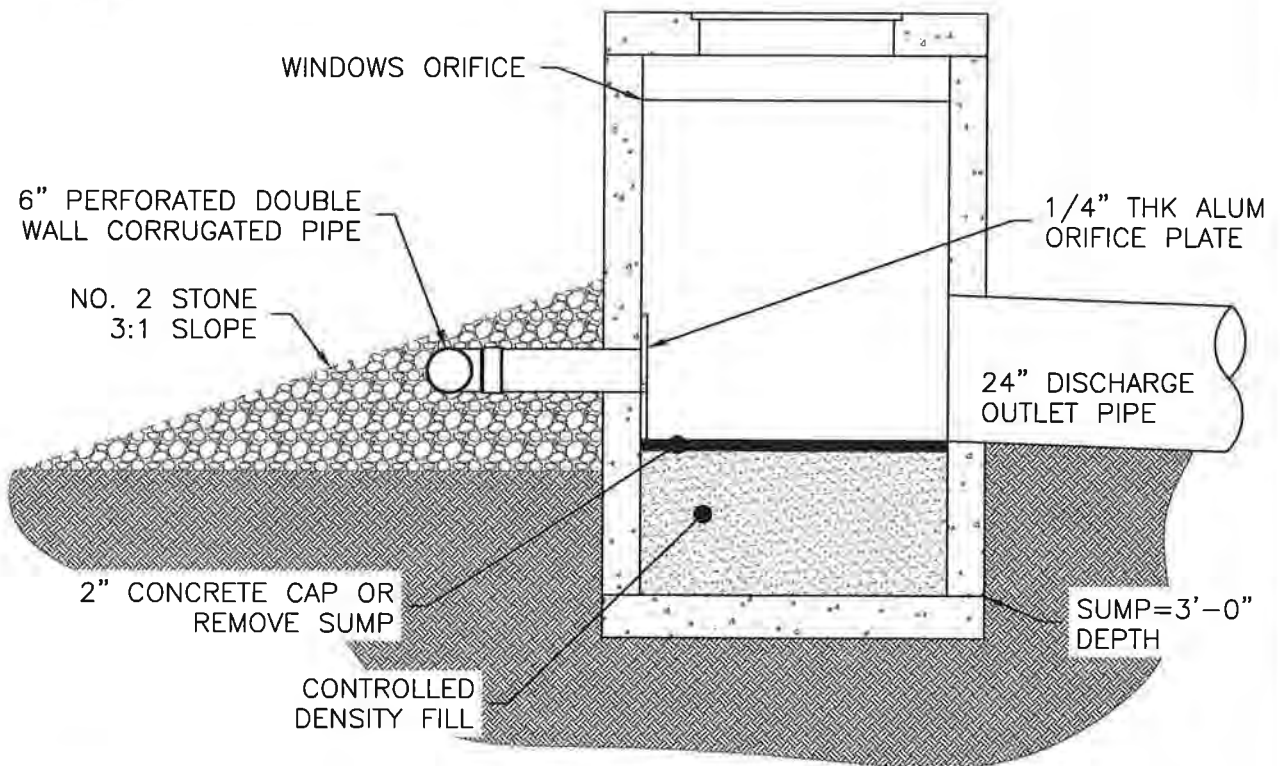


APPROVED	WET BASIN WATER VOLUME/QUALITY CONTROL STRUCTURE	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-05	SHT NO. 1/1



ENLARGED DETAIL - PROTECTED OUTLET

N.T.S.



PROTECTED OUTLET

N.T.S.

NOTE
A FIXED VERTICAL SEDIMENT DEPTH MARKER SHALL BE INSTALLED IN THE FOREBAY, DETENTION BASIN, AND MICRO POOL TO MEASURE SEDIMENT DEPOSITION OVER TIME.

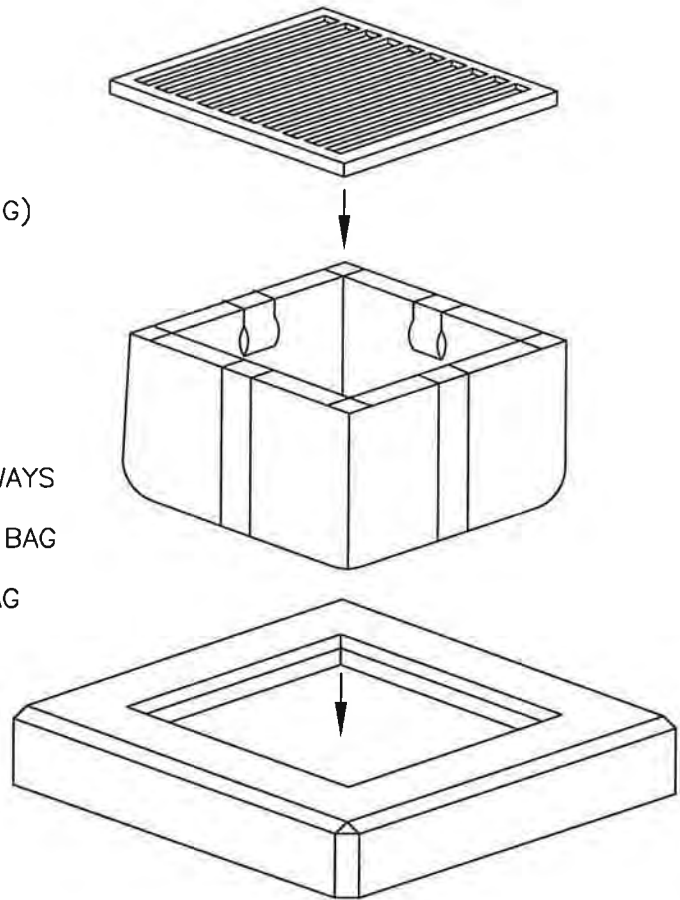
APPROVED	<p>DRY BASIN WATER VOLUME/QUALITY CONTROL STRUCTURE</p>	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-06	SHT NO. 1/1

INSTALLATION

1. REMOVE GRATE
2. INSTALL BAG
(BAG RESTS ON LIP OF CASTING)
3. REINSTALL GRATE

MAINTENANCE

1. REMOVE GRATE
2. BAG CAN BE CLEANED SEVERAL WAYS
 - A. PICK UP BAG AND DUMP IT
 - B. SHOVELING DEBRIS OUT OF BAG
 - C. VAC-UNIT
3. SHAKE LOOSE DEBRIS OUT OF BAG
OR RINSE WITH WATER
4. REINSTALL BAG
5. REINSTALL GRATE



AVAILABLE FROM:
FRYE FLOW SYSTEMS
P.O. BOX 622
GRANVILLE, OHIO 43023
PH.: 740-788-9150
FAX: 740-788-9185



FRYE FLOW SYSTEMS CATCH BASIN SEDIMENT CONTROL

N.T.S.

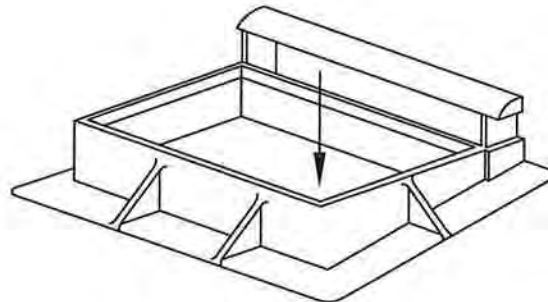
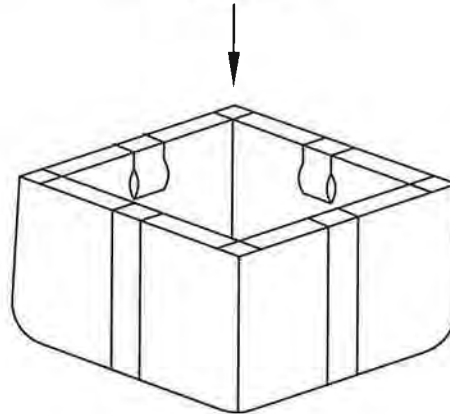
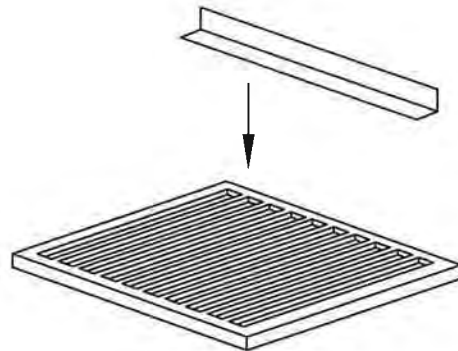
APPROVED	FRYE FLOW SEDIMENT CONTROL CATCH BASIN	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-07	SHT NO. 1/1

INSTALLATION

1. REMOVE GRATE
2. INSTALL BAG
(BAG RESTS ON LIP OF CASTING)
3. REINSTALL GRATE
4. INSTALL BONNET GUARD WITH TABS
BETWEEN GRATE & BONNET CASTING

MAINTENANCE

1. REMOVE THE BONNET GUARD
2. REMOVE GRATE
3. BAG CAN BE CLEANED SEVERAL WAYS
 - A. PICK UP BAG AND DUMP IT
 - B. SHOVELING DEBRIS OUT OF BAG
 - C. VAC-UNIT
4. SHAKE LOOSE DEBRIS OUT OF BAG
OR RINSE WITH WATER
5. REINSTALL BAG
6. REINSTALL GRATE
7. REINSTALL BONNET GUARD



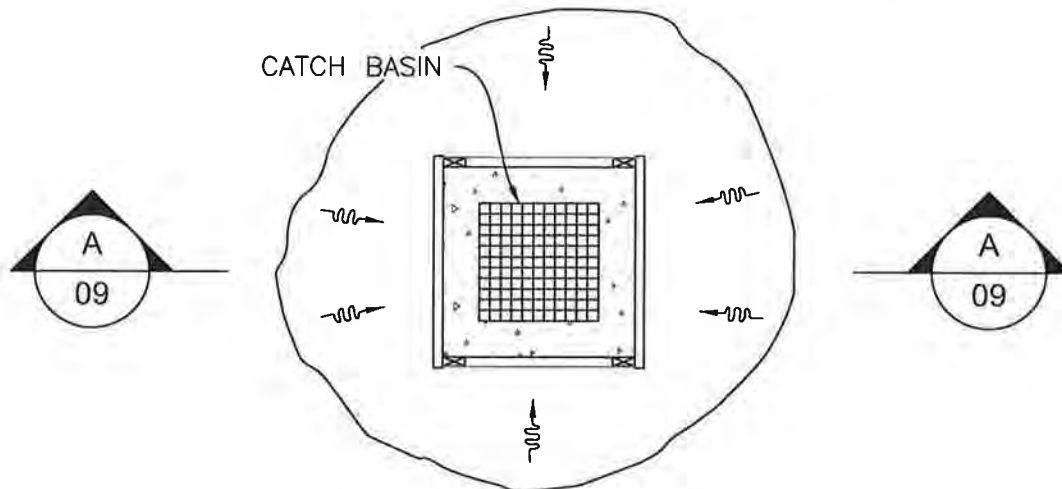
AVAILABLE FROM:
FRYE FLOW SYSTEMS
P.O. BOX 622
GRANVILLE, OHIO 43023
PH.: 740-788-9150
FAX: 740-788-9185



FRYE FLOW SYSTEMS CURB & GUTTER INLET SEDIMENT CONTROL

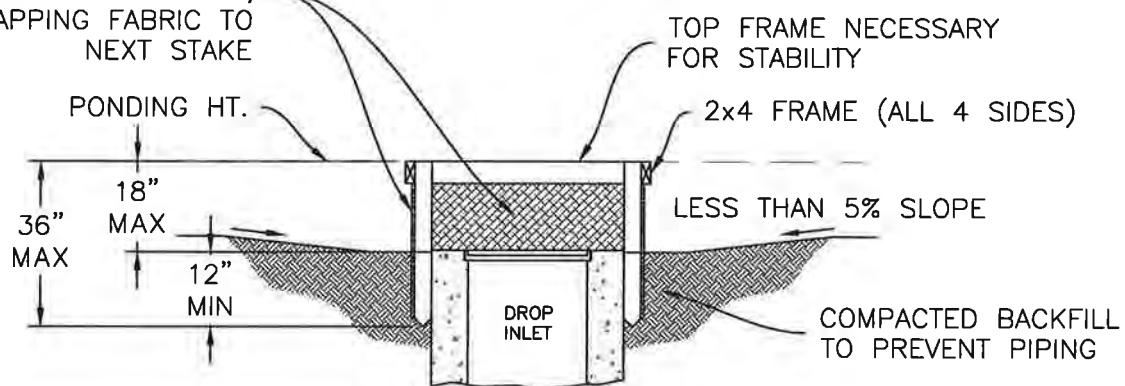
N.T.S.

APPROVED	FRYE FLOW SEDIMENT CONTROL CURB & GUTTER	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-08	SHT NO. 1/1



PLAN VIEW
N.T.S.

ATTACH HIGH FLOW
FILTER FABRIC SECURELY
TO 2x4 WOOD FRAME,
OVERLAPPING FABRIC TO
NEXT STAKE

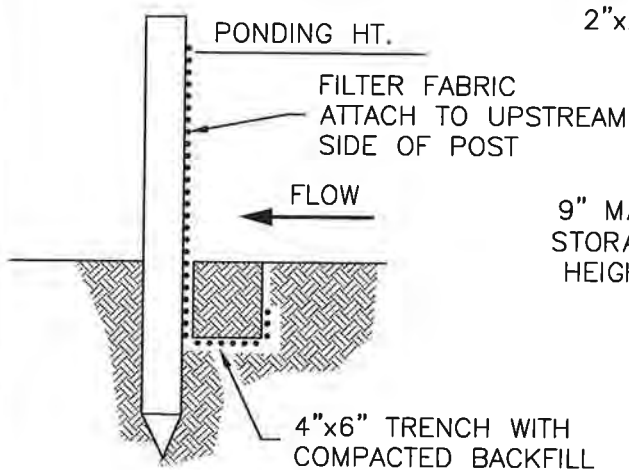
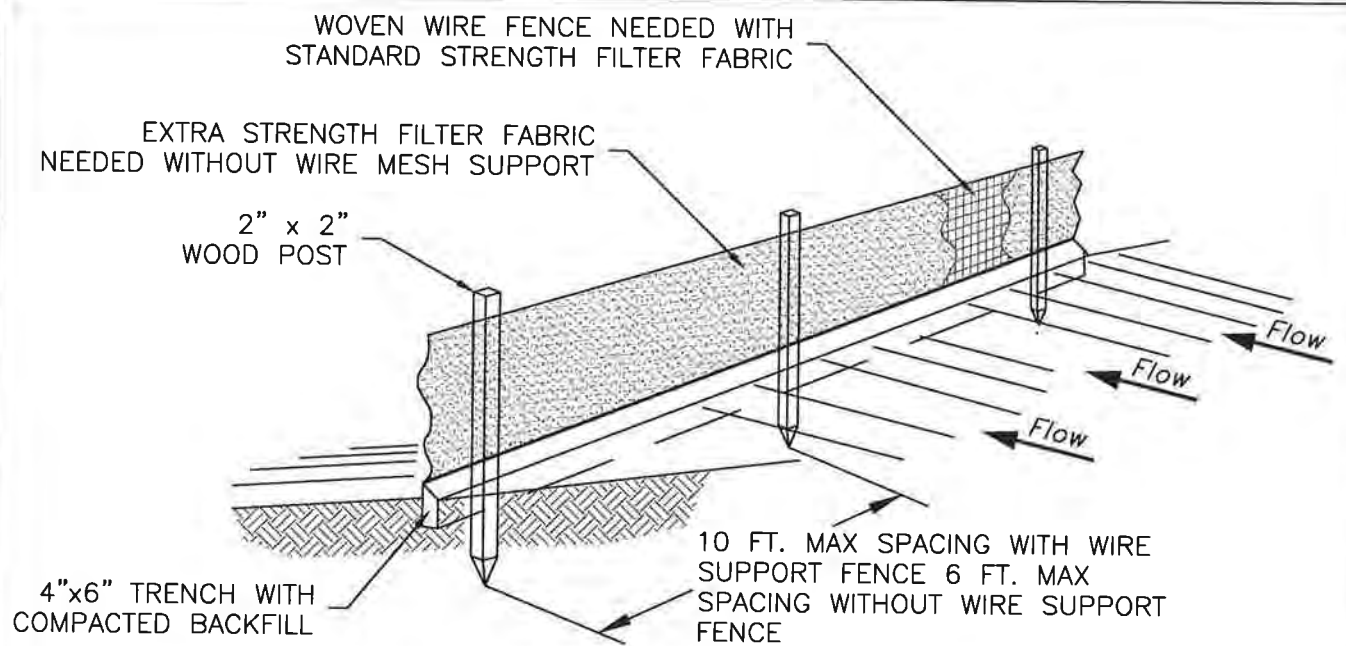


SECTION VIEW
N.T.S.

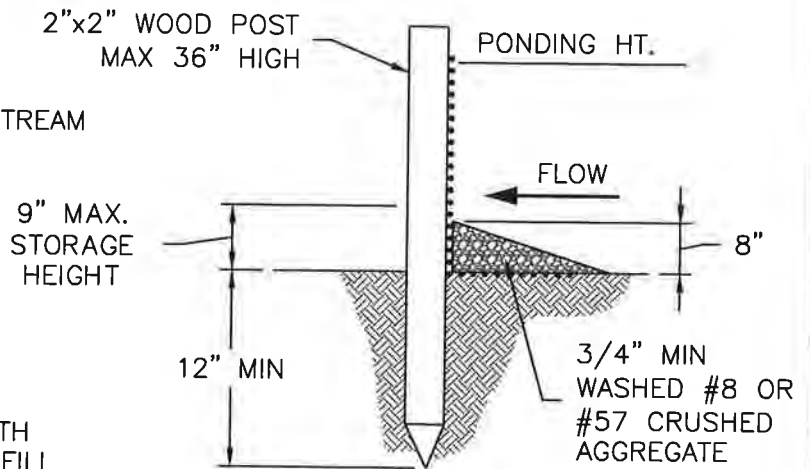
NOTES

1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS (LESS THAN 5%)
2. USE 2"x4" WOOD OR EQUIVALENT METAL STAKES (3' MINIMUM LENGTH).
3. INSTALL 2"x4" WOOD TOP FRAME TO INSURE STABILITY.
4. THE TOP OF THE FRAME (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE ON THE DOWNSLOPE OF THE STRUCTURE MAY BE NECESSARY.

APPROVED	DROP INLET SEDIMENT BARRIER SILT FENCE	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-09	SHT NO. 1/1



TRENCH DETAIL



INSTALLATION WITHOUT TRENCHING

NOTES:

1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. (9" MAX. RECOMMENDED STORAGE HEIGHT).
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

APPROVED	SEDIMENT & EROSION CONTROL SILT FENCE	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-10	SHT NO. 1/2

NOTES

SILT FENCE: THIS SEDIMENT BARRIER UTILIZES STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS. IT IS DESIGNED FOR SITUATIONS IN WHICH ONLY SHEET OR OVERLAND FLOWS ARE EXPECTED.

1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36-INCHES (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE).
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM OF 6 INCH OVERLAP, AND SECURELY SEALED.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 12-INCHES). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET.
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4-INCHES WIDE AND 6-INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1-INCH LONG, TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2-INCHES AND SHALL NOT EXTEND MORE THAN 36-INCHES ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8-INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36-INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
7. WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ITEM NO. 6 APPLYING.
8. THE TRENCH SHALL BE BACKFILLED AND SOIL COMPACTED OVER THE FILTER FABRIC.
9. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

MAINTENANCE

SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.

APPROVED	SEDIMENT & EROSION CONTROL SILT FENCE	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-10	SHT NO. 2/2

WATER ENTRY UNIT
WITH TRASH SCREEN

ORIFICE OPENING INSIDE THE
HORIZONTAL TUBE WITH A
CONSTANT HYDRAULIC HEAD

FLOAT

SCHEDULE 40 PVC PIPE
(BARREL OR ARM)

FLEXIBLE
HOSE

FLOAT

PVC VENT PIPE

WATER ENTRY
UNIT

TOP VIEW

N.T.S.

END VIEW

N.T.S.

SCHEDULE 40 PVC PIPE
(BARREL OR ARM)

FLEXIBLE
HOSE

PVC VENT
PIPE

FLOAT

$L = 1.4 \times \text{DEPTH}$
TO THE OVERFLOW
MINIMUM LENGTH
APPLIES

SIDE VIEW

N.T.S.

INCLUDE GRAVEL PAD
ON DRY BASINS.

NOTE

PROPOSED SKIMMER SHALL
BE A FAIRCLOTH SKIMMER
AND SIZING SHALL BE PER
THE MANUFACTURER'S
RECOMMENDATIONS.

APPROVED

APPROVAL DATE

REVISION DATE

FLOAT
SKIMMER

FAIRFIELD COUNTY
ENGINEER

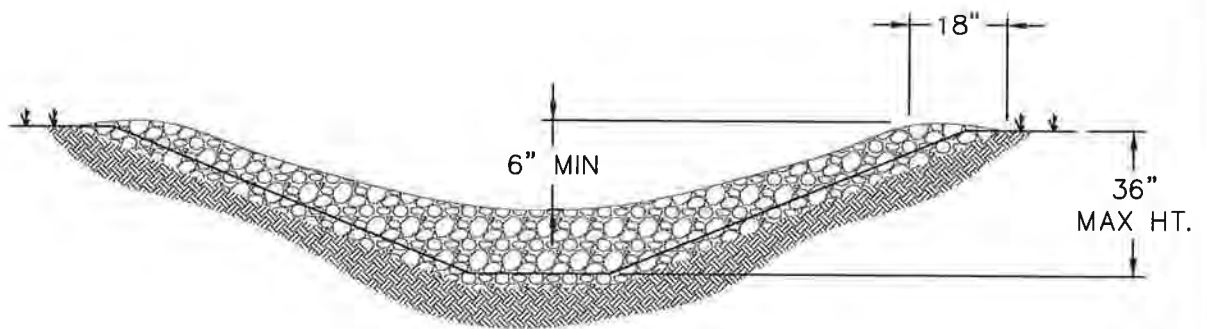
SWDM STANDARD
CONSTRUCTION DWG.

DRAWING NO.

St.-11

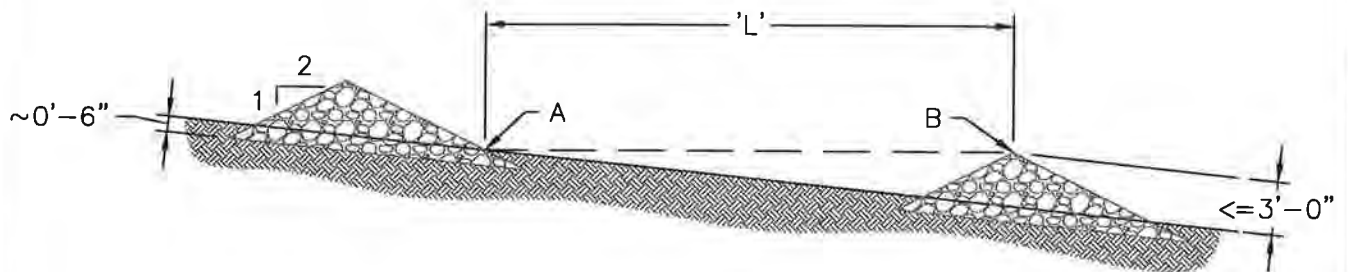
SHT NO.

1/1



VIEW LOOKING UPSTREAM
N.T.S.

'L' = THE DISTANCE SUCH THAT
POINTS 'A' AND POINTS 'B' ARE OF
EQUAL ELEVATION

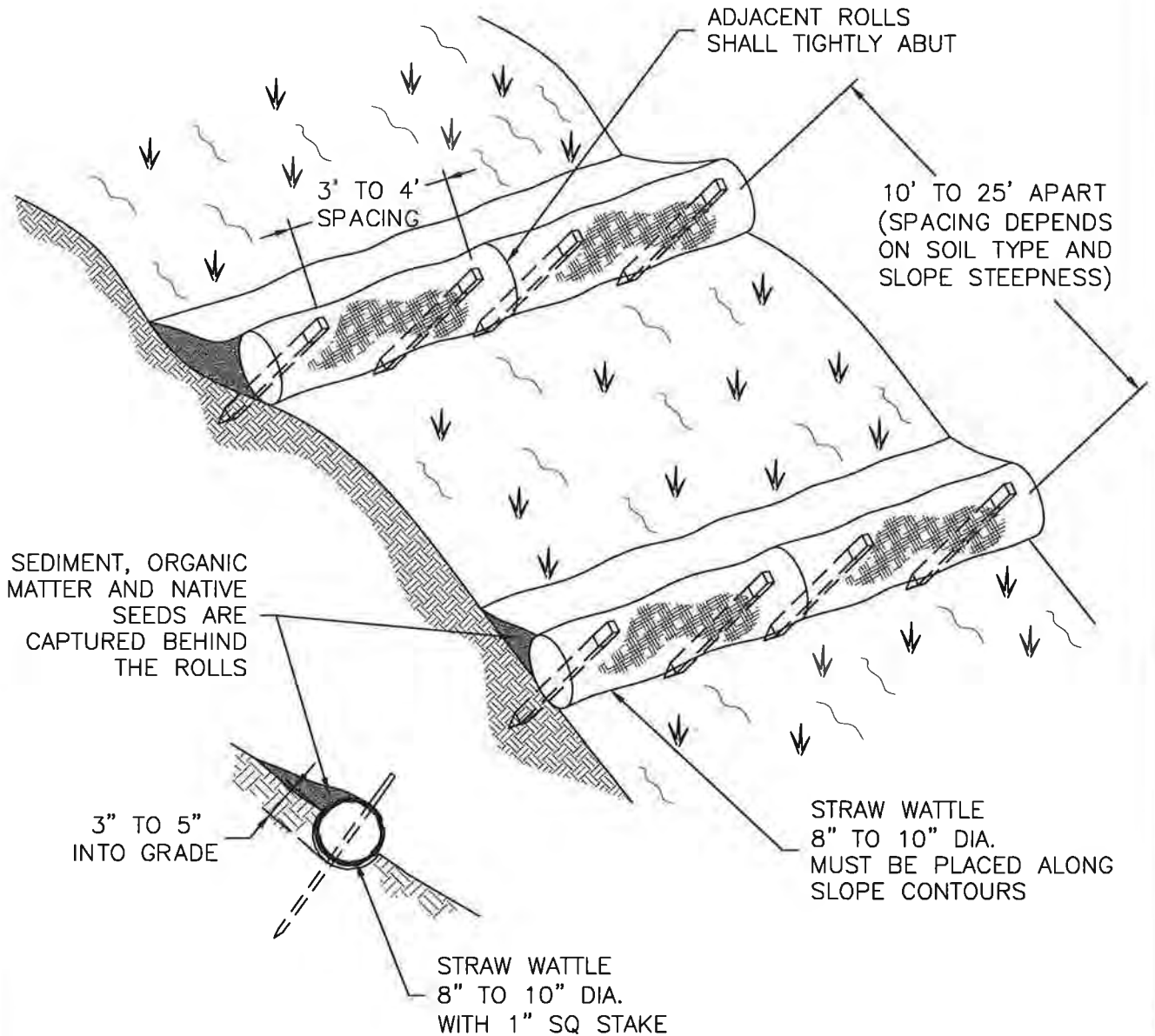


SECTION - SPACING OF CHECK DAMS
N.T.S.

APPROVED	SEDIMENT & EROSION CONTROL ROCK CHECK DAM	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-12	SHT NO. 1/2

1. THE CHECK DAM SHALL BE CONSTRUCTED OF 4–8 INCH DIAMETER STONE, PLACED SO THAT IT COMPLETELY COVERS THE WIDTH OF THE CHANNEL. ODOT TYPE D STONE IS ACCEPTABLE, BUT SHOULD BE UNDERLAIN WITH A GRAVEL FILTER CONSISTING OF ODOT NO. 3 OR 4 OR SUITABLE FILTER FABRIC.
2. MAXIMUM HEIGHT OF CHECK DAM SHALL NOT EXCEED 3.0 FEET.
3. THE MIDPOINT OF THE ROCK CHECK DAM SHALL BE A MINIMUM OF 6 INCHES LOWER THAN THE SIDES IN ORDER TO DIRECT ACROSS THE CENTER AND AWAY FROM THE CHANNEL SIDES.
4. THE BASE OF THE CHECK DAM SHALL BE ENTRENCHED APPROXIMATELY 6 INCHES.
5. SPACING OF CHECK DAMS SHALL BE IN A MANNER SUCH THAT THE TOE OF THE UPSTREAM DAM IS AT THE SAME ELEVATION AS THE TOP OF THE DOWNSTREAM DAM.
6. A SPLASH APRON SHALL BE CONSTRUCTED WHERE CHECK DAMS ARE EXPECTED TO BE IN USE FOR AN EXTENDED PERIOD OF TIME, A STONE APRON SHALL BE CONSTRUCTED IMMEDIATELY DOWNSTREAM OF THE CHECK DAM TO PREVENT FLOWS FROM UNDERCUTTING THE STRUCTURE. THE APRON SHOULD BE 6 IN. THICK AND ITS LENGTH TWO TIMES THE HEIGHT OF THE DAM.
7. STONE PLACEMENT SHALL BE PERFORMED EITHER BY HAND OR MECHANICALLY AS LONG AS THE CENTER OF CHECK DAM IS LOWER THAN THE SIDES AND EXTENDS ACROSS ENTIRE CHANNEL.
8. SIDE SLOPES SHALL BE A MINIMUM OF 2:1

APPROVED	SEDIMENT & EROSION CONTROL ROCK CHECK DAM	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.–12	SHT NO. 2/2



NOTE:
 STRAW ROLL INSTALLATION REQUIRES THE
 PLACEMENT AND SECURE STAKING OF THE
 ROLL IN A TRENCH, 3" TO 5" DEEP, DUG ON
 CONTOUR. RUNOFF MUST NOT BE ALLOWED TO
 RUN UNDER OR AROUND ROLL.

APPROVED	SEDIMENT & EROSION CONTROL STRAW WATTLE	FAIRFIELD COUNTY ENGINEER	
APPROVAL DATE		SWDM STANDARD CONSTRUCTION DWG.	
REVISION DATE		DRAWING NO. St.-13	SHT NO. 1/1

Fairfield County CBDG Meeting #2
Residential Public Infrastructure Grant

June 27, 2023,
10:30 A.M.

Name	Representing
Edward J. Dirolina	Village of Carroll
Gary Sileo	Village of Carroll
Sara Peden	Village of Carroll
Brenda Marshall	AEP Ohio
Tiffany Wilson	Family, Children, First Council
Chad Lucht	Soil & Water
Mitch Noland	FCEO
Jason Grubb	FCEO
Lisa McKenzie	Fairfield Co. Recorder
Carrie Brown	Fairfield County Auditor
Steven Darnell	Fairfield County Prosecutor's Office
Tony Vogel	FAIRFIELD COUNTY UTILITIES
Jon Kochis	Fairfield County Emergency Management
Daniel Nealey	Fairfield County, IT
Corey Clark	Fairfield Co. Job & Family Services
Bart Hampson	Fairfield County Commissioner
Jeff Porter	Fairfield County Commission
Annie Cordle	Fairfield County Commission
Steve Davis	" " "
Dave Levacy	" " "
Bennett Nicewanger	" " "
Rochelle Menningen	" " "
Kaelyn Covington	Fairfield County ED
Rick Szabrak	" " "
Jim Bahnsen	Fairfield County Treasurer
Holly Mattei	Fairfield County REC



Community Development Block Grant

Residential Public Infrastructure Grant
(RPIG) Program

Residential Public Infrastructure Grant (RPIG)

- RPIG projects are designed to create a safe and sanitary living environment for Ohio citizens through the provision of safe and reliable drinking water and proper disposal of sanitary waste.
- The maximum RPIG program award is \$750,000 and may cover:
 - Public water or sewer project
 - On-site improvements (i.e. laterals) (capped at \$200,000)
 - Administrative costs (capped at \$30,000)

Residential Public Infrastructure Grant (RPIG)

Eligible Jurisdictions

- Non-entitlement counties, cities and villages
- Fairfield County and the village are both eligible
 - Fairfield County is taking the lead for administrative capacity purposes

Eligible Projects

- Projects that provide water and/or sanitary sewer service to primarily residential users (min. 60% of total users)
- Each eligible project must have its own health hazard.
- On-site improvements (i.e. sewer laterals)

Residential Public Infrastructure Grant (RPIG) Principals

- Leverage
 - Must be matched at least 1:1.
- Program Impact
 - Must alleviate the identified health hazard or replace a functionally obsolete facility.
- System Sustainability/Financial Capacity/Rate Structure
 - System's long-term sustainability will be evaluated based on rate structure, affordability, debt service, reserves and user population demographics.
- Readiness to Proceed
 - Project design must be complete prior to application submission.

Residential Public Infrastructure Grant (RPIG)

Scoring Categories

- Low-to-Moderate Area Benefit (30 points max)
- Program Impact for communities under EPA Mandates, as well as unsewered municipalities (30 points max)
- Regionalization and Shared Services (15 points max)
- System Sustainability, Financial Capacity and Rate Structure and Leverage (25 points max)

Residential Public Infrastructure Grant (RPIG) Carroll Project

- Village of Carroll originally applied for Critical Infrastructure Funds along with 4 other communities.
- Carroll's costs and scope were beyond the Critical Infrastructure Grant standards, prompting its move to the RPIG program
- This project is the third phase for replacing its entire sewer system

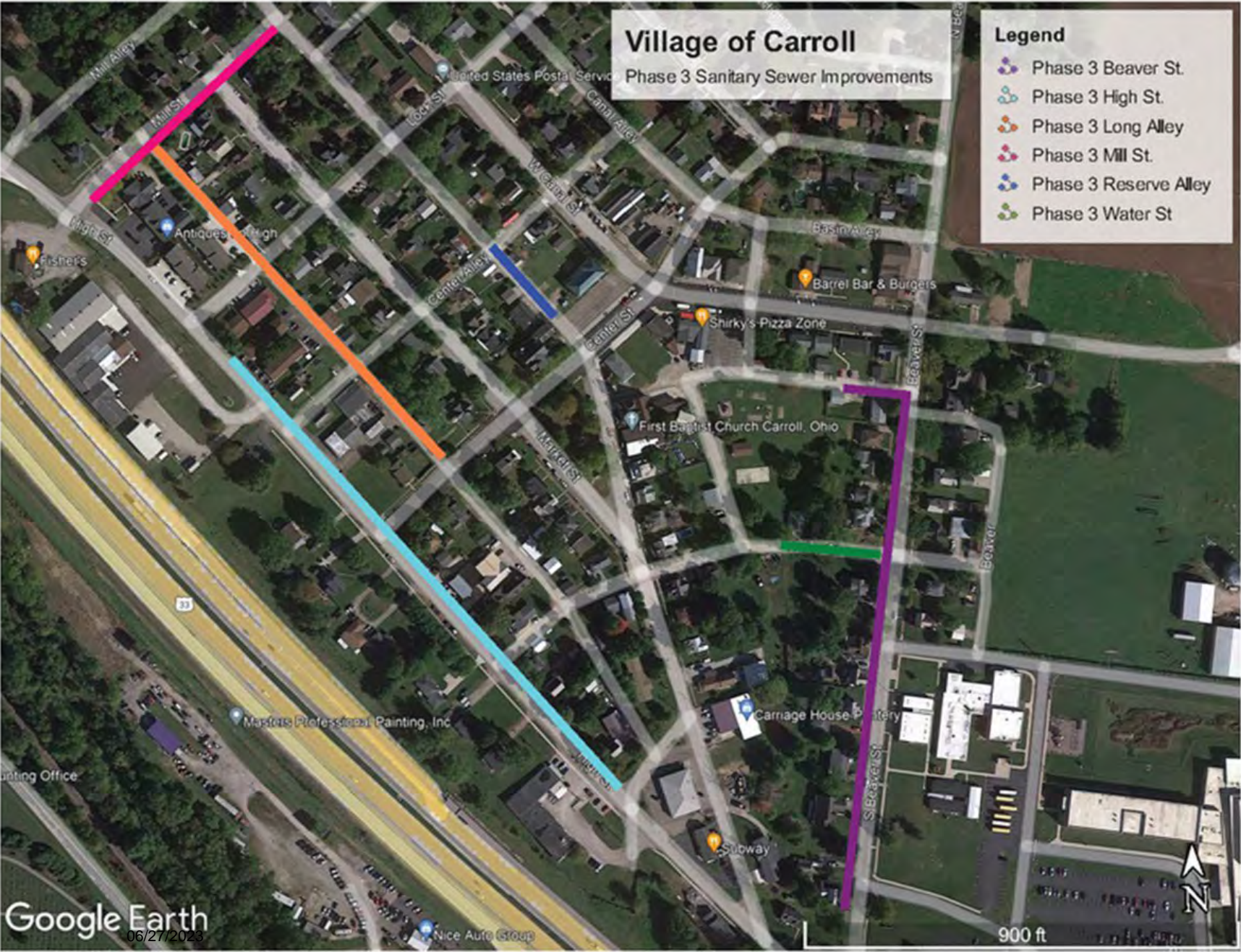
Residential Public Infrastructure Grant (RPIG) Carroll Project

MAIN ISSUES

- System operates on individual grinders to pump sewage from homes to County's treatment system
- Grinder failure has resulted in costs of approximately \$30,000 per year borne by the Village, which is unsustainable and likely to increase

CONCERNS

- Currently leaks when grinders fail
- System is aging and cannot be maintained long-term once funds run out, which will lead to sewage seeping into yards and homes



Funding Source	Amount
CDBG Administration	\$30,000
CDBG - Project Costs	\$720,000
Other Funds (OEPA Loan)	\$ 2,296,483.00
Total Project Costs	\$3,046,483

Residential Public Infrastructure Grant (RPIG)

Next Steps

- Fairfield County passes authorizing legislation to select the project to be submitted for RPIG funding
- Pre-application will be submitted to Ohio Department of Development (ODOD)
- Applications will be accepted starting July 1, 2023
- ODOD Final Application – Rolling Deadline
 - Earlier we apply the more likely funding will be available

REGULAR MEETING #27 - 2023
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JUNE 27, 2023

AGENDA FOR TUESDAY, JUNE 27, 2023

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for June 20, 2023
- Commissioners
- 2023-06.27.a A resolution to appropriate from unappropriated; and to approve a memo receipt and memo expenditure for fund# 4895, Airport Improvement Bonds, Series 2023. [Commissioners]
- 2023-06.27.b A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Capital Improvement Fund # 3435. [Commissioners]
- 2023-06.27.c A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865. [Commissioners]
- 2023-06.27.d A resolution to appropriate from unappropriated into a major expenditure object for fund# 4794 & a fund to fund transfer from Debt Service fund# 4794 to the Board of Developmental Disabilities Fund# 2060. [Commissioners]
- 2023-06.27.e A resolution to approve the quarterly deposit to the Stop Loss Pool Sub Fund by memo receipt and memo expenditure. [Commissioners]
- Fairfield County Court of Common Pleas
- 2023-06.27.f A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 2689, subfund#8328 for the FY2023GR Adult Based Corrections Grant & Advance from the General fund. [Common Pleas Court]
- Fairfield County Board of Developmental Disabilities
- 2023-06.27.g A resolution authorizing the approval of a construction agreement with Setterlin Building Company. [Board of Developmental Disabilities]

Fairfield County Economic & Workforce Development

2023-06.27.h A resolution declaring the improvement of certain parcels in unincorporated Violet Township, Fairfield County, Ohio, to be a public purpose and exempt from real property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80. [Economic & Workforce Development]

2023-06.27.i A resolution to approve loan documents to fund Lava Wash, LLC as a Fairfield County Revolving Loan project. [Economic & Workforce Development]

Fairfield County Emergency Management Agency

2023-06.27.j A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds in #2707 - Sub Fund #8300. [EMA]

2023-06.27.k A resolution to request for appropriations for receipts for EMA Emergency Management Performance Grant – Supplemental Award, Fund #8260. [EMA]

Fairfield County Engineer

2023-06.27.l A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies. [Engineer]

2023-06.27.m A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services. [Engineer]

2023-06.27.n A resolution to approve a change order for the 2023 Crack Sealing Project. [Engineer]

Fairfield County Family, Adult and Children First Council

2023-06.27.o A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8157 – MSY FCSS Fund – Family Adult Children First [Family, Adult and Children First Council]

2023-06.27.p A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8307 – OCTF Perinatal Cluster Fund – Family Adult Children First [Family, Adult and Children First Council]

2023-06.27.q A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8154 – SAFE KIDS Fund – Family Adult Children First [Family, Adult and Children First Council]

Fairfield County Job and Family Services

- 2023-06.27.r A resolution authorizing the approval of a service contract for location services between The County Commissioners Association of Ohio and Fairfield County Job & Family Services, Child Support Enforcement Agency. [JFS]
- 2023-06.27.s A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]
- 2023-06.27.t An Administrative Approval of a Memorandum of Understanding between Kinnect and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division [JFS]
- 2023-06.27.u A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and NECCO, Inc. [JFS]
- 2023-06.27.v A resolution regarding a purchase service contract between TeenWorks and Job & Family Services. [JFS]
- 2023-06.27.w A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Creative Coach Company [JFS]
- 2023-06.27.x A resolution authorizing the approval of a purchase of service contract by and between Fairfield County Job & Family Services, Community Services and Center for DisAbilities and Cerebral Palsy, Inc. [JFS]
- 2023-06.27.y A resolution authorizing the approval of a purchase of service contract by and between Fairfield County Job & Family Services, Community Services and Lancaster-Fairfield Public Transit System, LLC. [JFS]

Fairfield County Juvenile/Probate Court

- 2023-06.27.z A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund. [Juvenile/Probate Court]
- 2023-06.27.aa A resolution authorizing the approval of amendment #2 to the FY23 Grant Agreement with the Ohio Department of Youth Services. [Juvenile/Probate Court]

Fairfield County Sheriff

- 2023-06.27.bb A resolution authorizing the approval of an advance from the General Fund to Fund 2593 Concealed Handgun License. [Sheriff]

Fairfield County Veterans Services

- 2023-06.27.cc A resolution authorizing the purchase of a 2022 Chrysler Voyager LX Van [Veterans Services]

Payment of Bills

- 2023-06.27.dd 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 July 11, 2023, 9:00 a.m.

Stormwater Design Manual Public Hearing, 10:15 a.m

RPIG Grant Hearing, 10:30 a.m.

Fairfield County Regional Planning Commission

2023-06.27.ee

A resolution to approve the PY 2023 Residential Public Infrastructure Grant (RPIG) application. [Regional Planning Commission]

Adjourn

Regular Meeting #26 - 2023
Fairfield County Commissioners' Office
June 20, 2023

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Jeff Fix, Dave Levacy, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Amy Brown-Thompson, Steven Darnell, Dr. Carri Brown, Lisa McKenzie, Francis Martin, Barb Martin, Becky Schaade, Stephanie Taylor, Matt Wideman, Lisa Evangelista, Dr. Margaret Quamme, Nathan Hale, and Bryan Everitt.

Attending virtually: Jim Bahnsen, Jessica Murphy, Jeff Barron, Jared Collin, Brian Wolfe, Ashley Arter, Beth Cottrell, Greg Forquer, Lori Hawk, Tiffany Wilson, Sara Madenwald, DF, Stacy Hicks, Jeanie Wears, Marcy Fields, Tiffany Murphy, Nikki Drake, and Josh Horacek.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance.

Listen & Learn, Fairfield County District Library

Becky Schaade, Director of the Fairfield County District Library, introduced the following Board members in attendance: Matt Wideman, Lisa Evangelista, Dr. Margaret Quamme, Nathan Hale, and Bryan Everitt. She also acknowledged Board Members Mark Bohach, and Mary Mesi.

Commissioner Davis welcomed Ms. Schaade and the Library Board members and thanked them for attending.

Ms. Schadde spoke about library locations, and operational details and provided a PowerPoint that is available in the minutes. She continued by speaking on library services, online learning opportunities, digital downloads that are available from the library, Early Literacy Centers, and library funding.

Commissioner Davis commended Ms. Schaade for her excellent spokesperson details and for her presentation.

Commissioner Levacy spoke about the importance of the library's services and getting information to the public about those services. He asked if Ms. Schadde was involved in working with Dolly Parton's Imagination Library program.

Ms. Schadde stated that she is on the United Way Board and has worked, and is still working, with the Dolly Parton's Imagination Library program.

Commissioner Davis spoke about brain development in young children and the importance of all services provided by the library.

Commissioner Fix echoed Commissioner Levacy's comments and asked about the number of library cards held by residents in Fairfield County.

County Administrator Aundrea Cordle spoke about the curated program that allows library staff to assist with the selection of books.

Ms. Schaade stated that the staff loves assisting individuals with selecting books.

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Fairfield County Commissioners' Office
June 20, 2023

ARP Update from Habitat for Humanity

Stephanie Taylor, Director of Community Engagement for Southeast Ohio Habitat for Humanity, spoke about APR funding and that Habitat for Humanity is funded through grants and not by a governing government body. Ms. Taylor spoke about the two homes being built at the Career Center and stated that the 150th Habitat for Humanity home is being built this year. She added that the current home projects have three single female homeowners, most with children; and that there will be six homes built with ARP funding. She added that Habitat for Humanity typically plans for the building of two homes per year, but that the ARP money will allow for an additional two in both 2023 and 2024.

Commissioner Davis asked about ARP funding provided by other counties.

Ms. Taylor stated that there has been ARP funding from Perry, Muskingum, and Athens counties.

Commissioner Davis spoke about the current challenges in purchasing a home and provided accolades for the work being done by Ms. Taylor and Habitat for Humanity. He also asked if there was a labor assumption in the cost of the building.

Ms. Taylor spoke about the pre-qualification process for prospective homeowners and added that the homeowners receive an interest free home loan and must pay for the cost of the home, including materials, site supervisor labor, and HVAC, electricity, and plumbing. She added that much of the labor was free and provided by volunteers; and that some additional costs such as tap, and legal fees were covered by Habitat for Humanity.

Commissioner Fix stated that there were not many conversations about Habitat for Humanity for an extended period, but that now we frequently and positively discuss "Habitat."

Ms. Taylor stated she is excited about the entire process and her partners therein.

Commissioner Davis stated that there will be additional ARP recipient updates in the future.

Public Comment

There was no public comment.

Legal Update

There was no legal update.

County Administration Update

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

Week in Review

American Rescue Plan Update

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$25M has been appropriated, \$14M expended, \$4.9M encumbered or obligated.

Regular Meeting #26 - 2023
Fairfield County Commissioners' Office
June 20, 2023

Public Comment

There will be no Public Comment portion in the June 27th Commissioners' Review and Regular Meeting to allow ample time to discuss county business.

Highlights of Resolutions

Administrative Approvals

The review packet contained a list of administrative approvals.

Resolution Review

There were 22 resolutions for the voting meeting.

Resolutions of note:

- A resolution to approve the annexation of 1.412 +/- acres from Bloom Township to the Village of Lithopolis, Expedited Type II
- A resolution to assign authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Board of County Commissioners related to the Fiscal Year (FY) 2023 Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant
- A Resolution Authorizing the Approval of a Lease Agreement with New Horizons Mental Health Services for The Fairfield Center.

EMA and Facilities Director, Jon Kochis, spoke about the Fairfield Center.

Commissioner Fix spoke about the inception of the Fairfield Center and provided his thanks to the Commissioners staff, and residents that made the Center possible. He also spoke about the importance of the services being provided in the northwest part of the county.

Mr. Kochis spoke about a lease that would soon be provided to the Commissioners and that he would be providing a Facilities Department update on June 27th.

Commissioner Davis spoke about the external revenue stream being generated by the Fairfield Center and added that the Center is not about revenue, but rather providing services to that area of the county.

Mr. Kochis stated that the final Fairfield Center sign had been installed.

Administrator Cordle spoke about the actualization of the facility, supply chain issues during the remodeling process, and thanked Mr. Kochis and Mr. Neeley for their accomplishments in getting the Fairfield Center operational.

Commissioner Levacy stated that one of his goals as a commissioner was to improve the relationship between the county and the northwest part of the county; and added that the goal had been accomplished. He stated that the Center is perfect facility for what the county is hoping to accomplish.

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Fairfield County Commissioners' Office
June 20, 2023

Budget Review

There was no budget update.

Recognition

- County Auditor, Dr. Brown, thanked Crystal Walker, Noel Soddors, Stacy Knight, Randy Carter, Angel Horn, and Rachel Elsea for volunteering to be a docent at the Heritage Tour on June 24 and 25.
- County Auditor, Dr. Brown, congratulated Michelle Wright, Jen Dickerson, and Angel Horn for completing “tech cred” training this past week.
- County Auditor, Dr. Brown, shared that Joni Crawford, Finance Manager for Reynoldsburg, and Steve Cicak, City Auditor for Reynoldsburg, appreciate the County Auditor’s online training tools and tax estimators.

Calendar Review/Invitations Received

- Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen
 - Land Bank Board Meeting, Tuesday, June 20, 2023, 11:00 a.m. in the Commissioners’ Hearing Room
 - DACO Visit, Tuesday, June 20, 2023, 1:00 p.m. at the Decorative Arts Center, 145 E. Main St., Lancaster, OH
 - CFLP Board of Directors’ Meeting, Friday, June 23, 2023, 9:30 a.m. at the Donald D. Hill County Administration Building, 20 S. 2nd St., Basement Room A, Newark, OH
 - South School Tour, Friday, June 23, 2023, 4:00 p.m. at 220 E. Walnut St., Lancaster, OH
 - WIC Open House, Wednesday, June 28, 2023, 2-4 p.m. at 1550 Sheridan Dr., Suite 102, Lancaster, OH

Correspondence

- Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen
 - Memo from Dr. Carri Brown, County Auditor, subjects: Order to Initiate Reappraisals – Contract Signed; SaaS is a Success; and New Community Authorities
 - Email from a Fairfield County Resident regarding solar energy
 - Thank you card from Southeast Ohio Legal Services
 - Southeast Ohio Legal Services 2022 Annual Report

Old Business

Commissioner Levacy spoke about attending the Workforce Center’s Career Signing Day.

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Fairfield County Commissioners' Office
June 20, 2023

Economic and Workforce Development Director, Rick Szabrak, spoke about the added benefits of the Workforce Center to area businesses, and about Commissioner Levacy speaking at the Career Signing Day event.

New Business

Commissioner Levacy asked about the improvements to Coonpath Road.

Commissioner Fix stated he will not be able to attend the next Commissioners' meeting.

County Recorder, Lisa McKenzie, stated that she attended the Ohio Recorders' Association Summer Seminar; and spoke about changes to set standard fees that would affect County Recorders' Offices.

Auditor Brown stated that her office has new tutorials available for real estate tax. She also expressed her thanks to a neighbor who reported an alarm coming from the Real Estate and GIS building. Auditor Brown announced that she would be graduating that evening from the FBI Citizens Academy and spoke about the level of difficulty in some of the courses.

Commissioner Davis congratulated Auditor Brown on her accomplishment.

Regular (Voting) Meeting

The Commissioners proceeded to their voting portion of the meeting and the following Commissioners were present: Jeff Fix, Dave Levacy, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Amy Brown-Thompson, Steven Darnell, Dr. Carri Brown, Lisa McKenzie, Francis Martin, Barb Martin, Becky Schaade, Stephanie Taylor, Matt Wideman, Lisa Evangelista, Dr. Margaret Quamme, Nathan Hale, and Bryan Everitt.

Attending virtually: Jim Bahnsen, Jessica Murphy, Jeff Barron, Jared Collin, Brian Wolfe, Ashley Arter, Beth Cottrell, Greg Forquer, Lori Hawk, Tiffany Wilson, Sara Madenwald, DF, Stacy Hicks, Jeanie Wears, Marcy Fields, Tiffany Murphy, Nikki Drake, and Josh Horacek.

Pledge of Allegiance

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

Announcements

None.

Approval of Minutes for June 13, 2023

Commissioner Davis commented on the outstanding attendance at the June 13th meeting.

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, June 13, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Board of Commissioners

Regular Meeting #26 - 2023 – June 20, 2023

- 5 -

Regular Meeting #26 - 2023
Fairfield County Commissioners' Office
June 20, 2023

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

- | | |
|--------------|---|
| 2023-06.20.a | A resolution to approve the annexation of 1.412 +/- acres from Bloom Township to the Village of Lithopolis, Expedited Type II, pursuant to ORC 709.023, Annexation of Land by Stephen F. Gredicak. |
| 2023-06.20.b | A resolution to appropriate from unappropriated in major expenditure object categories for the Fund# 5376. |
| 2023-06.20.c | A resolution to assign authority to the County Administrator or Deputy County Administrator to serve as the sponsor on behalf of the Board of County Commissioners related to the Fiscal Year (FY) 2023 Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant |
| 2023-06.20.d | A resolution approving an account to account transfer in a major object expense category for Human Resources, General Fund# 1001. |
| 2023-06.20.e | A resolution to appropriate from unappropriated in major expenditure object category for capital outlay, FAA FY2022 Grant Fund. |
| 2023-06.20.f | A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001. |
| 2023-06.20.g | A resolution authorizing the approval to extend the repayment date of an advance of funds for the FY2021 FAA Grant Fund# 3011, sub fund# 8272 and # 8273 |

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

- | | |
|--------------|--|
| 2023-06.20.h | A resolution to approve hiring EMH&T, Inc. for engineering services for Walnut Township's North Walnut Township Lakeside Phase 1 Drainage Project. |
| 2023-06.20.i | A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 06/07/2023. |
| 2023-06.20.j | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment |
| 2023-06.20.k | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for construction in progress |
| 2023-06.20.l | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2362-Levy for resurfacing |

Regular Meeting #26 - 2023
Fairfield County Commissioners' Office
June 20, 2023

- 2023-06.20.m A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies
- 2023-06.20.n A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.

Engineer's Office's Deputy Director of Operations, Jason Grubb, provided his appreciation for Auditor Brown's assistance in relation to resolution 2023-06.20.i.

Commissioner Davis stated he has not seen any signage at the beginning of Coonpath to alert drivers of the construction.

Mr. Grubb stated there is signage on Coonpath, close to the construction.

Commissioner Fix noted that there was signage posted on SR 37 for the Coonpath closure.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Facilities

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

- 2023-06.20.o A Resolution Authorizing the Approval of a Lease Agreement with New Horizons Mental Health Services for The Fairfield Center

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

- 2023-06.20.p A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Blended Family Group Home.
- 2023-06.20.q A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and 911 Staffing Solutions.
- 2023-06.20.r A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Lutheran Homes Society, Inc. dba Genacross Family & Youth Services.
- 2023-06.20.s A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Family Wellness Solutions, Inc.

2023-06.20.t	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Nu Beginnings II LLC.
2023-06.20.u	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Second Chance Dayton Group Home LLC

Approval of the Payment of Bills

2023-06.20.v	A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval
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Adjournment

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, June 27, 2023.

YEAS: Jeff Fix, Dave Levacy, and Steve Davis
ABSTENTIONS: None

*Approved on June 27, 2023

Rochelle Menningen, Clerk

2023-06.27.a

A resolution to approve to appropriate from unappropriated and memo receipt & memo expenditure for fund# 4895, Airport Improvement Bonds, Series 2023.

WHEREAS, the County approved the issuance of not to exceed \$3,100,000 for the Airport Improvement Bonds, Series 2023 for the construction of Airport Hangars per resolution 2023-05.16.c; and

WHEREAS, it is necessary to record all transactions per the Final Closing Memorandum; and

WHEREAS, this action provides for proper accounting.

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

Section 1. The County Commissioners approve to appropriate from unappropriated into the major expense object category of debt:

\$41,752 12489500 debt

Section 2. The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant, supported by the attached documentation.

Memo Expenditure as referenced:

Vendor: Robert Baird & Co

Account#: 12489500 600040 Issuance Costs \$18,252

Vendor: Dinsmore & Shohl LLP

Account#: 12489500 600040 Issuance Costs \$19,750

Vendor: Squire Patton Boggs

Account#: 12489500 600040 Issuance Costs \$ 3,750

Paid 6/20/2023; see attached final closing memorandum.

A resolution to approve to appropriate from unappropriated and memo receipt & memo expenditure for fund# 4895, Airport Improvement Bonds, Series 2023

For Auditor's Office Use Only:

Section 1. Appropriate \$41,752 to 12489500 600040 issuance costs

Section 3. Issue an Amended Certificate in the amount \$41,752 to credit of fund # 4895.

Section 4. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 12489500 439300 in the amount of \$41,752.

Section 5. The County Auditor reflects the following memo receipt:

12489500 439300 General Long-Term Debt Issued \$41,752

FINAL CLOSING MEMORANDUM



DATE: June 20, 2023

TO: The following participants via e-mail delivery

Ms. Aundrea Cordle	Fairfield County	(740) 652-7890
Mr. John Kochis	Fairfield County	(740) 652-7961
Ms. Crystal Causey	JP Morgan Chase Bank, N.A.	(614) 523-5977
Mr. Justin Green	JP Morgan Chase Bank, N.A.	(614) 213-2753
Ms. Laketa Duckett	JP Morgan Chase Bank, N.A.	1-833-274-5931, ext. 1050047199
Ms. Jumi Kim	JP Morgan Chase Bank, N.A.	1-833-274-5931, ext. 1050027929
Mr. Mike Sharb	Squire Patton Boggs (US) LLP	(440) 429-0011
Mr. Dennis Schwallie	Dinsmore & Shohl LLP	(614) 233-5399
Mr. Josh Grossman	Dinsmore & Shohl LLP	(614) 628-6950
Mr. Mark Weekley	Robert W. Baird & Co.	(614) 629-6954
Mr. Gerald Slater	Robert W. Baird & Co.	(713) 296-8030
FROM: Mr. Mike Burns	Robert W. Baird & Co.	(614) 629-6967

SUBJECT: Fairfield County

\$3,042,000.00 Airport Improvement Bonds, Series 2023

Dated Date: June 20, 2023

Settlement Date: June 20, 2023

SOURCES OF FUNDS:

Par Amount of Bonds: **\$3,042,000.00**

Cash Contribution: **\$1,389,150.00**

TOTAL SOURCES OF FUNDS: **\$4,431,150.00**

USES OF FUNDS:

Project Fund Deposits: **\$4,389,150.00**

Bond Proceeds to Pay Cost of Issuance: **\$42,000.00**

Robert W. Baird & Co., Inc. Placement Agent Fee: \$18,252.00

Dinsmore & Shohl LLP Bond Counsel Fee: \$19,750.00

Squire Patton Boggs (US) LLP Bank Counsel Fee: \$3,750.00

Additional Rounding Amount to Be Returned to County: \$248.00

TOTAL USES OF FUNDS: **\$4,431,150.00**

CLOSING & WIRING INSTRUCTIONS FOR JP MORGAN CHASE BANK, N.A. ON JUNE 20, 2023:

#1	JP Morgan Chase Bank, N.A. to Wire Fairfield County Project Proceeds and Rounding Amount:		\$3,000,248.00
		Project Deposits:	\$3,000,000.00
		Additional Rounding Amount:	\$248.00
	Bank Name:	Park National Bank	
	ABA Number:	044101305	
	Account Number:	4139143	
	Account Name:	Fairfield County Treasurer	
	Reference:	2023 Airport Bonds	
#2	JP Morgan Chase Bank, N.A. to Wire Robert W. Baird & Co., Inc. Placement Agent Fee:		\$18,252.00
	Bank Name:	BMO Harris Bank	
	ABA Number:	071000288	
	Account Number:	386-013-7	
	Account Name:	Robert W. Baird & Co.	
	Reference:	PF-23007856	
#3	JP Morgan Chase Bank, N.A. to Wire Dinsmore & Shohl LLP Bond Counsel Fee:		\$19,750.00
	Bank Name:	Fifth Third Bank	
	Account Name:	Dinsmore & Shohl, LLP	
	ABA Number:	042000314	
	Account Number:	7027505945	
	Reference:	96450.115	
#4	JP Morgan Chase Bank, N.A. to Wire Squire Patton Boggs (US) LLP Bank Counsel Fee:		\$3,750.00
	Bank Name:	US Bank	
	ABA Number:	042000013	
	Account Number:	576762314	
	Account Name:	Squire Patton Boggs (US) LLP	
	Reference Number:	10449155.11440	
TOTAL AMOUNT WIRED BY JP MORGAN CHASE BANK, N.A. AT CLOSING:			\$3,042,000.00

Resolution No. 2023-06.27.a

A resolution to appropriate from unappropriated; and to approve a memo receipt and memo expenditure for fund# 4895, Airport Improvement Bonds, Series 2023.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Capital Improvement Fund # 3435.

WHEREAS, capital projects not budgeted need budget and cash for 2023; and

WHEREAS, appropriations of \$320,000 for a cash transfer and appropriate from unappropriated transactions are necessary for these projects; and

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

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

\$320,000 12100149 transfers

\$320,000 12343500 capital outlay

Section 2. That the transfer of funds in the amount of \$320,000 hereby authorized as follows:

From: 12100149 700007 General Fund transfer capital improvement

To: 12343500 439100 Capital Improvement intergovernmental transfers in

A resolution authorizing a fund to fund transfer from General Fund# 1001 and Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 & Capital Improvement Fund # 3435.

For Auditor's purpose only:

Section 1.

\$320,000 12100149 700007 GRF transfer capital improvement

\$320,000 12343500 570000 capital outlay

Section 3. Issue an Amended Certificate in the amount \$ 320,000 to credit of fund # 3435.

Section 4. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line (increasing) 12343500 439100 in the amount of \$320,000.

Resolution No. 2023-06.27.b

A resolution authorizing a fund to fund transfer from General Fund# 1001 and
Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001
& Capital Improvement Fund # 3435.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

WHEREAS, the Treasurer's Office has balanced interest on all funds for the month of May 2023.

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

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

72730800 436100	Parks Interest Income	\$132.31
71701247 436100	WIC Interest Income	\$51.98
71732153 436100	Bioterrorism Interest Income	\$98.79
81786520 436100	Port Authority Interest Income	\$0.14
	Total - Agency Funds	\$283.22

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

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

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$283.22

cc: Jamie Ehorn, Ginger Caito, Angel Conrad

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740)652-7140

June 23, 2023

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

Dear Staci,

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

MAY 23

2591 CDBG Rehab Mortgage Refunds	\$55.53
2675 CDBG Project Income	\$1.46
7113 Prepayment Fund	\$1.35
2716 RLF/CDBG Fund	\$19.73
2717 RLF/D Fund	\$204.31
7308 Fairfield County Historical Parks	\$132.31
7012 WIC Grant	\$51.98
7321 Bioterrorism Grant	\$98.79
5376 Self Fund Health Care	\$14,234.25
7865 Fairfield Port Authority (Econ Dev)	\$0.14

Total	\$14,799.85
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Respectfully,

James N Bahnsen
Fairfield County Treasurer

abk
enclosures

MAY 23

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$101,266.98
End of Month Balance:	116,528.95
Average of Beginning and Ending Balance(A):	\$108,897.97

All County Funds Beginning Balance:	252,041,277.39
All County Funds Ending Balance:	248,843,950.08
Average of Beginning and Ending Balance, All County Funds(B):	\$250,442,613.74

Total Investment Income for the Month:	\$127,715.86
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(A) as a percent of (B):	0.000434822
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Amount to be Allocated to Fund:	\$55.53
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MAY 23

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$2,866.99
End of Month Balance:	\$2,869.01
Average of Beginning and Ending Balance(A):	\$2,868.00

All County Funds Beginning Balance:	252,041,277.39
All County Funds Ending Balance:	248,843,950.08
Average of Beginning and Ending Balance, All County Funds(B):	\$250,442,613.74

Total Investment Income for the Month:	\$127,715.86
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(A) as a percent of (B):	1.14517E-05
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Amount to be Allocated to Fund:	\$1.46
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MAY 23

PREPAYMENT FUND

Fund Number: 7113

Beginning Balance: \$2,703.29

End of Month Balance: \$2,574.31

Average of Beginning and Ending Balance(A): \$2,638.80

All County Funds Beginning Balance: 252,041,277.39

All County Funds Ending Balance: 248,843,950.08

Average of Beginning and Ending Balance, All County Funds(B): \$250,442,613.74

Total Investment Income for the Month: \$127,715.86

(A) as a percent of (B): 1.05365E-05

Amount to be Allocated to Fund: \$1.35

MAY 23

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$34,872.53
End of Month Balance:	\$42,493.16
Average of Beginning and Ending Balance(A):	\$38,682.85

All County Funds Beginning Balance:	252,041,277.39
All County Funds Ending Balance:	248,843,950.08
Average of Beginning and Ending Balance, All County Funds(B):	\$250,442,613.74

Total Investment Income for the Month:	\$127,715.86
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(A) as a percent of (B):	0.000154458
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Amount to be Allocated to Fund:	\$19.73
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MAY 23

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$396,242.27
End of Month Balance:	\$405,032.10
Average of Beginning and Ending Balance(A):	\$400,637.19
All County Funds Beginning Balance:	252,041,277.39
All County Funds Ending Balance:	248,843,950.08
Average of Beginning and Ending Balance, All County Funds(B):	\$250,442,613.74
Total Investment Income for the Month:	\$127,715.86
(A) as a percent of (B):	0.001599717
Amount to be Allocated to Fund:	\$204.31

MAY 23

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$260,976.45
End of Month Balance:	\$257,931.78
Average of Beginning and Ending Balance(A):	\$259,454.12
All County Funds Beginning Balance:	252,041,277.39
All County Funds Ending Balance:	248,843,950.08
Average of Beginning and Ending Balance, All County Funds(B):	\$250,442,613.74
Total Investment Income for the Month:	\$127,715.89
(A) as a percent of (B):	0.001035982
Amount to be Allocated to Fund:	\$132.31

MAY 23

WIC

Fund Number: 7012

Beginning Balance: \$104,819.38

End of Month Balance: 99,032.53

Average of Beginning and Ending Balance(A): \$101,925.96

All County Funds Beginning Balance: 252,041,277.39

All County Funds Ending Balance: 248,843,950.08

Average of Beginning and Ending Balance, All County Funds(B): \$250,442,613.74

Total Investment Income for the Month: \$127,715.86

(A) as a percent of (B): 0.000406983

Amount to be Allocated to Fund: \$51.98

MAY 23

BIOTERRORISM GRANT

Fund Number:	7321
Beginning Balance:	\$189,060.97
End of Month Balance:	198,399.15
Average of Beginning and Ending Balance(A):	\$193,730.06
All County Funds Beginning Balance:	252,041,277.39
All County Funds Ending Balance:	248,843,950.08
Average of Beginning and Ending Balance, All County Funds(B):	\$250,442,613.74
Total Investment Income for the Month:	\$127,715.86
(A) as a percent of (B):	0.000773551
Amount to be Allocated to Fund:	\$98.79

MAY 23

SELF FUND HLTH CARE

Fund Number: 5376

Beginning Balance: \$51,195,112.17

End of Month Balance: 4,629,792.56

Average of Beginning and Ending Balance(A): \$27,912,452.37

All County Funds Beginning Balance: 252,041,277.39

All County Funds Ending Balance: 248,843,950.08

Average of Beginning and Ending Balance, All County Funds(B): \$250,442,613.74

Total Investment Income for the Month: \$127,715.86

(A) as a percent of (B): 0.111452488

Amount to be Allocated to Fund: \$14,234.25

MAY 23

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$265.64
End of Month Balance:	\$265.83
Average of Beginning and Ending Balance(A):	\$265.74
All County Funds Beginning Balance:	252,041,277.39
All County Funds Ending Balance:	248,843,950.08
Average of Beginning and Ending Balance, All County Funds(B):	\$250,442,613.74
Total Investment Income for the Month:	\$127,715.86
(A) as a percent of (B):	1.06106E-06
Amount to be Allocated to Fund:	\$0.14

Resolution No. 2023-06.27.c

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated into a major expenditure object for fund# 4794 & a fund to fund transfer from Debt Service fund# 4794 to the Board of Developmental Disabilities Fund# 2060.

WHEREAS, there is \$4,123.91 remaining in the Debt Service Fund# 4794 which originated from Fund# 2060 through settlement; and

WHEREAS, the debt service is paid off; and

WHEREAS, the unexpended fund balances in Fund# 4794 can be transferred to the Board of Developmental Disabilities Fund# 2060 per Ohio Revised Code Section 5705.14(C) (1), see attached Court of Common Pleas order; and

WHEREAS, appropriate from unappropriated into a major expenditure category for transfers and a fund to fund transfer will transfer the remaining balance to the Board of Developmental Disabilities Fund# 2060; and

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

Section 1. Request that the Fairfield County Auditor appropriate from unappropriated funds in fund# 4794 into the major expense category of transfers in the amount of \$4,123.91.

Section 2. Request that the Fairfield County Auditor process the following fund to fund transfer:

\$4,123.91	from: 12479400	700000 transfers out
	to: 52000000	439100 transfers in

For Auditor's Office Use Only:

Section 1. \$4,123.91 to: 12479400 700000

FILED

2023 JUN 12 PM 3:53

BRANDEN C. MEYER
CLERK OF COURTS
FAIRFIELD CO. OHIO

IN THE COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO

**IN RE: Transfer of Funds Pursuant
to Ohio Revised Code Section
5705.14(C),**

Judge Richard E. Berens

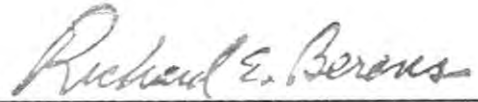
**Entry Approving the Transfer of
the Unexpended Balance of Fund
No. 4794 to Fund No. 2060**

It has been represented to this Court by Counsel for the Board of Fairfield County Commissioners that the Fairfield County Auditor currently maintains Fund No. 4794, a bond retirement fund (FBDD Facility Building) created pursuant to R.C. 5705.09(C), with an unexpended balance of \$4,123.91.

It has been further represented to this Court that all indebtedness, interest, and other obligations for the payment of which Fund No. 4794 exists have been paid and retired. Moreover, no sinking fund exists to receive a transfer from Fund No. 4794. Therefore, the Board of Fairfield County Commissioners seeks to transfer the unexpended balance of Fund No. 4794 to the Fairfield County Fund No. 2060 (BD Developmental Disabilities Fund) pursuant to R.C. 5705.14 (C)(1).

Having reviewed this matter, this Court hereby approves said transfer pursuant to R.C. 5705.14(C)(1) and hereby authorizes the transfer of the unexpended balance of Fund No. 4794 to the Fairfield County Fund No. 2060 (BD Developmental Disabilities Fund).

IT IS SO ORDERED.



JUDGE RICHARD E. BERENS

Prepared by:



Amy Brown Thompson (0070511)
Assistant Prosecuting Attorney

Account Inquiry [FAIRFIELD COUNTY]

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Account Inquiry [FAIRFIELD COUNTY]

Account

Fund	4794	Facility b	Acct	4794-0000-12-1250-122530-0000000-98-94000-001000-	
Org	4794	Facility b	Acct name	POOLED CASH Account Notes	
Object	001000	POOL CASH	Type	Balance Sheet	Status Active
Project			Rollup		
			Sub-Rollup		
<input type="checkbox"/> MultiYr Fund					

4 Year Comparison History 4 Year Graph History Graph

Yr/Per 2023/06	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	.00	.00	.00	.00
Transfers In	117,071.06	115,940.59	114,810.74	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	117,071.06	115,940.59	114,810.74	.00
Actual (Memo)	4,123.91	117,071.06	115,940.59	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	.00	.00	.00	.00
Percent used	3.52	100.98	100.98	.00

Resolution No. 2023-06.27.d

A resolution to appropriate from unappropriated into a major expenditure object for fund# 4794 & a fund to fund transfer from Debt Service fund# 4794 to the Board of Developmental Disabilities Fund# 2060.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the quarterly deposit to the Stop Loss Pool Subfund by memo receipt and memo expenditure.

WHEREAS, the Fairfield County Risk Committee agreed to fund the stop loss pool subfund quarterly based on the NFP Analytics report; and

WHEREAS, memo receipt and memo expenditures will allow proper accounting for the quarterly reports.

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 for the Stop Loss Pool Subfund:

12537601 434000 charges for services \$ 116,551.96

This amount represents monies the cash receipt from the Self-Funded Healthcare Fund for based on the NFP Analytics report; see attached.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure for the monies transferred from the Self-Funded Healthcare Fund for a cash transaction to the Stop Loss Pool Subfund.

Account: 12537600 580126 stop loss admin
Amount: \$ 116,551.96

FAIRFIELD COUNTY

Internal Stop Loss Pool Tracking

INCOME	2023	Income
Fund Deposit	\$2,000,000	
		Income: \$2,000,000
Jan-23	\$38,791.53	
Feb-23	\$39,310.95	
Mar-23	\$38,449.48	
Apr-23		
May-23		
Jun-23		
Jul-23		
Aug-23		
Sep-23		
Oct-23		
Nov-23		
Dec-23		
Total	\$116,551.96	
2023 Income		\$116,552
Total Income		\$2,116,552

EXPENSE

(Claims reimbursed based on Internal Corridor)

Claims	Medical	Rx	Total	Expense
Internal ISL '22-'23	\$225k-\$499k			
Jan-23	\$0.00	\$0.00	\$0.00	
Feb-23	\$0.00	\$0.00	\$0.00	
Mar-23	\$0.00	\$0.00	\$0.00	
Apr-23				
May-23				
Jun-23				
Jul-23				
Aug-23				
Sep-23				
Oct-23				
Nov-23				
Dec-23				
Total	\$0.00	\$0.00	\$0.00	

2023 Expenses	\$0
2023 Loss Ratio	0.0%

Prior Fund Balance	\$0.00
Current Fund Balance	\$2,116,551.96
ALL FUND Balance	\$2,116,551.96
Overall Loss Ratio	0.00%

FAIRFIELD COUNTY

Internal Stop Loss Pool Tracking

CONTRACT COUNTS Income Based on:

CC	Single	Family	Total
Internal Fee 2023	\$14.94	\$61.67	
1/1/2023	256	567	823
2/1/2023	266	573	839
3/1/2023	262	560	822
4/1/2023			
5/1/2023			
6/1/2023			
7/1/2023			
8/1/2023			
9/1/2023			
10/1/2023			
11/1/2023			
12/1/2023			
Total	784	1,700	2,484

Resolution No. 2023-06.27.e

A resolution to approve the quarterly deposit to the Stop Loss Pool Sub Fund by memo receipt and memo expenditure.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 2689, subfund#8328 for the FY2023GR Adult Based Corrections Grant & Advance from the General fund.

WHEREAS, the Board of Commissioners approved the grant agreement for the FY2023 Adult Based Corrections funding of a maximum of \$46,478.00 paid quarterly,

WHEREAS, it is necessary to establish 2023 budget figures: and

WHEREAS, appropriate from unappropriated into a major expenditure object category will allow the budget to be established; and

WHEREAS, an advance is necessary due to the grant being reimbursed after expenses occur.

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

Section 1. Request that the Board of County Commissioners approve the amount of \$46,478.00 to appropriate from unappropriated into the major expense categories of:

13268921	Personal Services	\$31,480
13268921	Fringe Benefits	\$14,998

Section 2. Request that the Fairfield County Auditor process the following advance:

DEBIT	1001 090000 General Fund Advance	<\$46,478.00>
CREDIT	8328 223001 grant fund advance in FY23GR (Fund# 2689)	+\$46,478.00

A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 2689, subfund#8328 for the FY2023GR Adult Based Corrections Grant & Advance from the General fund.

For Auditor's Purpose only:

Section 1.

\$30,480	13268921 511010 Salary, Employees
\$1,000	13268921 513000 OT, Overtime
\$10,744	13268921 521000 Health Insurance
\$4	13268921 521025 Health Insurance, EAP
\$442	13268921 522000 Medicare
\$3,364	13268921 523000 Retirement – Pers
\$444	13268921 526000 Workers Comp

Section 3a. Request that the County Auditor on behalf of the Budget commission to issue an amended certificate for fund # 2689, Subfund#8328 in the amount of \$46,478.

Section 3b. Request that the County Auditor update the following revenue accounts:

\$46,478	13268921 433400 State Govt. revenue
----------	-------------------------------------

Prepared by: Brian Wolfe, Common Pleas
cc: Joshua Horacek

Resolution No. 2023-06.27.f

A resolution approving to Appropriate from Unappropriated into a major expense category for Grant Fund# 2689, subfund#8328 for the FY2023GR Adult Based Corrections Grant & Advance from the General fund.

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of a Construction Agreement with Setterlin Building Company, Corporation

WHEREAS, The Board of County Commissioners owns property located at 795 College Ave. Lancaster, Ohio, for use by the Fairfield County Board of Developmental Disabilities; and

WHEREAS, the Board of Developmental Disabilities approved a bid from Setterlin Construction for \$1,509,700.00 by resolution on May 15, 2023; and

WHEREAS, funds have been placed in the capital projects fund for the specific purpose of the Remodeling of The Fairfield Board of Developmental Disabilities Administration Building, and a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the agreement with the Setterlin Building Company, for construction services, as attached, has been approved to form by the County Prosecutor, and

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

Section 1. The Board of County Commissioners approves the attached Construction Agreement in the amount of \$1,509,700.00, with the Setterlin Building Company, Corporation, and authorizes the board president to sign the documents.

Section 2. The Clerk of the Board of Commissioners will provide a signed reproduction copy to the Setterlin Building Company, Corporation, for their record.

**SHORT FORM OWNER-CONTRACTOR AGREEMENT
FOR PROJECTS OF LIMITED SCOPE**

Owner:

**Fairfield County Board of Commissioners
210 E. Main Street, #301, Lancaster, Ohio 43130**

**Project: Office Facility Alterations and a New
Maintenance Building Project**

**Location: Fairfield County Board of
Developmental Disabilities**

795 College Avenue, Lancaster, Ohio 43130

Contractor:

Setterlin Building Company

560 Harmon Ave

Columbus, Ohio 43223

Contact: Sean Morse

Phone: 614-586-0240

Email: s.morse@setterlin.com

Owner, a political subdivision of the State of Ohio, and Contractor have entered into this Owner-Contractor Agreement ("Agreement") as of the date signed by Owner ("Effective Date"). The Project consists of, but is not limited to, the renovation of the Fairfield County Board of Developmental Disabilities Administration Building and the construction of a New Maintenance Building located, 795 College Avenue, Lancaster, Ohio 43130, which includes replacement of parking lot and parking markings, demolition work, roof work, new front entry canopy, interior finishes, exterior finishes, foundation system, concrete slab-on-grade floor, HVAC work and electrical work (the "Project").

The Project Owner and Contractor agree as follows:

1. WORK.

1.1. Contractor will furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Project.

1.2. Contractor must at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of Owner, so as to complete the Project by the Date for Substantial Completion. All materials and equipment provided must be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.3. Contractor will assign a competent Project Supervisor. At the Owner's request, Contractor will replace the Project Supervisor, provided that the request is reasonable. Owner will not be responsible for the acts or omissions of the Project Supervisor or his assistants.

1.4. Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or it make its parts fit together properly.

2. CONTRACT DOCUMENTS.

2.1. The Contract Documents consist exclusively of the following documents incorporated by reference:

- A. Public Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement, including all exhibits attached hereto;
- E. Drawings and Specifications prepared by VPL Architects, dated 02/15/2023;
- F. Executed Bid Guaranty and Contract Bond;
- G. Sales & Use Tax/ Construction Contract Exemption Certificate;
- H. Statement of Claim Form;
- I. Design Professional's Certificate of Substantial Completion;
- J. Contractor's Affidavit of Payment or Amounts Withheld;
- K. Contractor Waiver and Release Affidavit;
- L. Subcontractors/ Suppliers Waiver and Release Affidavit;
- M. Contractor's Final Lien Waiver and Release Affidavit;

- N. Subcontractors/ Suppliers Final Lien Waiver and Release Affidavit;
- O. Pre-Bid Substitution Form;
- P. Addenda issued;
- Q. Executed Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- R. Modifications issued after the execution of the contract, including:
 - a. A written amendment to the Agreement signed by both parties;
 - b. A Change Order; or
 - c. A Construction Change Directive
- S. Prevailing Wage Rates

2.2. Contractor will use the State of Ohio Subcontract Form for all subcontracted Work, in accordance with ORC Section 153.503(C) and OAC Section 153:1-3-02.

2.3. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Days shall mean calendar days unless noted otherwise.

3. OWNER REPRESENTATIVE AND DESIGN PROFESSIONAL.

3.1. Design Professional. The Design Professional for this Project is VPL Architects, Inc. The Design Professional prepared the drawings and specifications for the Work. The Design Professional will also provide construction administration services for the Project. The Contractor will coordinate with the Design Professional, as instructed by the Owner.

3.2. Todd McCullough, Director of Operations for the Fairfield County Board of Developmental Disabilities, is the Owner's Representative with respect to all matters involving Owner.

3.2.1. Except as specifically stated to the contrary elsewhere in this Agreement, Contractor will direct all communications to Owner through the Owner's Representative.

3.3. Contractor will coordinate the Work with the Owner and Owner's separate contractors, consultants, or other agents. Contractor will provide access to the Work at all times.

4. TIME FOR COMPLETION AND PROJECT COORDINATION.

4.1. Contract Time. The Work shall commence as of the Effective Date of this Agreement (the "Date of Commencement"), with all associated Work being completed on or before January 13, 2023 (the "Date for Substantial Completion").

4.1.1. Substantial Completion. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Notwithstanding anything in the Contract Documents to the contrary, this shall include, but is not limited to, start up and successful testing of all systems and equipment.

4.1.2. Following Substantial Completion of the Work or a designated portion thereof, as certified by the Design Professional on the Certificate of Substantial Completion (**Exhibit D**) or confirmed by the Owner, and Owner's receipt of consent of the Contractor's surety, if any, the Owner shall make a payment of retainage applying to such Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Owner is entitled to withhold 200% of the value of such incomplete or nonconforming Work.

4.1.3. Date of Final Completion. Final Completion shall mean that the Work is complete in all respects in accordance with the Contract Documents and the Contractor has submitted to the Owner all required documents. The date of Final Completion shall be within **21** calendar days from the Date of Substantial Completion.

4.2. Time is of the Essence. THE DATES IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT. CONTRACTOR WILL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING ANY AMENDMENTS THERETO.

4.3. Contractor's Construction and Submittal Schedules

4.3.1. The Contractor shall prepare for Owner's review and approval the construction schedule ("Construction Schedule") and a corresponding detailed schedule of values pursuant to the Ohio Revised Code Section 153.13 within seven (7) calendar days after the Effective Date. The schedule of values must be broken out into labor and materials for each line item. The Contractor shall prepare the Construction Schedule in Critical Path Method ("CPM") format unless provided otherwise in the Contract Documents or otherwise in writing by the Owner. Each major category of Work shall be shown separately in the Construction Schedule with all the significant activities involved, showing durations of time, manpower requirements, and restraints. The Construction Schedule is for the purpose of coordinating the timing, phasing, and sequence of the Work of the Contractor and shall not change or modify the Date for Substantial Completion. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the dates in the Construction Schedule.

4.3.1.1. The Contractor shall update the Construction Schedule each month;

4.3.1.2. The Construction Schedule shall be manpower loaded;

4.3.1.3. The Contractor shall, on a weekly basis, prepare and submit to the Owner a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested;

4.3.1.4. The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Date for Substantial Completion; and

4.3.1.5. The Contractor's obligation to submit requested scheduling information is a material term of its Contract. If the Contractor fails to submit requested scheduling information in writing within five (5) days of a request for such information from the Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to submit the requested information.

4.3.2. The Contractor shall perform the Work in accordance with the most recent Construction Schedule submitted to the Owner, provided that the Contractor shall comply with any orders under Section 4.3.3. However, preparation of such schedule shall not constitute a waiver of the Owner's rights under the Contract to have the Work completed by the Date for Substantial Completion.

4.3.3. If the Owner determines that the performance of the Work has not progressed so that it is likely that the Contractor will not achieve Substantial Completion of its Work by the Date for Substantial Completion, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the Work, including, without limitation: (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures ("Corrective Measures"). If the Owner orders the Contractor to take such corrective measures, the Contractor shall take and continue such Corrective Measures until the Owner is satisfied that the Contractor is likely to achieve Substantial Completion of its Work by its Date for Substantial Completion.

4.3.3.1. The Contractor shall not be entitled to adjustment in the Contract Sum in connection with the Corrective Measures required by the Owner pursuant to this Section 4.3.3, unless the Contractor is able to establish that it is entitled to additional compensation under the terms of the Contract Documents.

4.4. Delays and Accelerations.

4.4.1. Notice of Delays. Contractor will give Owner written notice of any delay affecting its Work in the form and with the information specified in the Contract Documents within forty-eight (48) hours of the commencement of the delay; provided that the 48-hour notice will be extended to ten (10) days for unusually severe weather conditions not reasonably anticipatable. The failure to give the required notice constitutes an irrevocable waiver of Contractor's right to seek an extension of time and/or additional compensation/damages for the delay.

4.4.2. Acceleration of the Work. Owner may require Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for

Substantial Completion. If Owner requires Contractor to accelerate its Work, Contractor will within five (5) days take the required action, and Owner thereafter will issue a Change Order increasing the Contract Sum to pay for Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Substantial Completion. If there is a dispute as to whether Contractor is entitled to a Change Order for accelerating its Work, Contractor must proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against Owner for its additional costs incurred in accelerating its Work. Contractor's additional costs for accelerating its Work will be determined in accordance with Section 4.4.3.

4.4.3. Compensation for Acceleration of the Work.

4.4.3.1. Owner's Obligation to Pay. When Owner initiates the acceleration of the Work, Owner will pay Contractor, as provided in Section 4.4.3.2, for Contractor accelerating its Work so that its Work is substantially complete by the Date for Substantial Completion. However, when Contractor's Work is ordered to be accelerated as a result of Contractor's own fault or the fault of its subcontractors or suppliers, Owner will not pay Contractor for such acceleration.

4.4.3.2. Compensation for Acceleration of the Work. To the extent that Owner requires Contractor to accelerate its Work so that the Work is in final form before the Date for Substantial Completion, Owner will pay Contractor for Contractor's reasonable additional costs of accelerating its Work, as determined in accordance with this section. The additional costs of accelerating the Work will be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision or general conditions required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, (d) to the extent Contractor can document lost productivity due to the acceleration, the cost associated with such lost productivity, and (e) overhead, including home office overhead, and profit equal to 10% of the total amount of the other items for which additional compensation is permitted under this section. The foregoing are the only additional compensation and/or damages Contractor will be entitled to receive for accelerating its Work so that it is complete before the Date for Substantial Completion. As a condition precedent to its recovery of additional compensation, Contractor must provide Owner with full information about the costs of accelerating its Work in the form and format requested by Owner.

5. CORRECTIVE ACTION.

5.1. If Owner determines that Contractor is in default by not cooperating or coordinating its Work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, CONTRACTOR MUST WITHIN TWO (2) BUSINESS DAYS AFTER NOTICE OF SUCH DETERMINATION, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY OWNER, (2) PROCEED TO CORRECT SUCH DEFICIENCIES WITHIN FIFTEEN (15) DAYS OF SUCH NOTICE OR, (3) IF OWNER INSTRUCTS CONTRACTOR TO TAKE URGENT CORRECTIVE ACTION TO PROTECT PERSONS OR PROPERTY, IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued without interruption and without waiting to initiate any dispute under this Agreement or the resolution of any dispute initiated under this Agreement. Failure to comply with this provision shall be an additional default.

6. COMPENSATION.

6.1. Contract Sum. The Contract Sum to be paid by Owner to Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations and responsibilities of Contractor under this Agreement and the other Contract Documents is \$ 1,509,700. The Contract Sum includes the following:

6.1.1. Base Bid Amount: \$ 1,509,700 (Lump Sum Bid)

The Base Bid does not include any Unit Prices and that the Unit Prices will only be used if the Work included in the Unit Prices is required during the Project; and

6.1.2. Accepted Alternates, included in the Contract Sum (None if none listed):

None

6.1.3. Allowances included in the Contract Sum (None if none listed):

None

All Allowances shall be included in the schedule of values. With each Application for Payment, the Contractor shall include the balance of any Allowances and how the Allowances have been expended to date. The Contractor will obtain approval from the Owner prior to incurring any costs in excess of an Allowance; any approved cost in excess of an Allowance will be documented by a Change Order signed by both parties. Before final payment, an appropriate Change Order will be issued to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Work covered by Allowances. Remaining Allowances amounts not due to the Contractor on account of Work covered by the Allowances shall be retained by the Owner.

6.1.4. Unit Prices - If directed by the Design Professional, such Work will be paid for in accordance with the Unit Prices bid and identified below (None if not listed):

Item	Description	Unit	Price Per Unit
No. 1	Existing Parapet Wood Plate Replacement	Lin. Ft.	\$10.45
No. 2	Moisture Laden existing built-up roofing assembly removal and repair	Sq. Ft.	\$24.80

6.2. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against Contractor on account of the Work or the materials incorporated into the Work. Contractor is responsible to pay any such taxes.

6.3. The Contract Sum includes fees and costs for any required building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time negotiations are concluded. Contractor is responsible to secure any such permits, fees, licenses, and inspections.

6.4. Liquidated Damages.

6.4.1. Contractor must achieve Substantial Completion by the date stated in Section 4.1. By entering into this Agreement, Contractor agrees that the period for performing the Work is reasonable and that Contractor can achieve Substantial Completion by the date stated in this Agreement.

6.4.2. If Contractor does not achieve Substantial Completion of its Work on the Project by the Date for Substantial Completion stated in Section 4.1, Contractor shall pay the Owner (and the Owner may set off from sums coming due Contractor) liquidated damages in the per diem amount stated in the following chart for each calendar day beyond the Date for Substantial Completion, as may be modified in accordance with the Contract Documents, that the Contractor fails to achieve Substantial Completion.

Contract Sum Amount	Dollars Per Day
\$0.01 to \$50,000.00	\$100.00
\$50,000.01 to \$150,000.00	\$200.00
\$150,000.01 to \$500,000.00	\$300.00
\$500,000.01 to \$750,000.00	\$400.00
\$750,000.01 to \$1,000,000.00	\$500.00

\$1,000,000.01 to \$2,000,000.00

\$700.00

More than \$2,000,000.01

\$1,000.00

6.4.3. Contractor acknowledges by signing this Agreement with Owner that the amount of liquidated damages represent a reasonable estimate of the actual damages Owner would incur if the Work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. No waiver of consequential damages shall preclude the Owner from recovering liquidated damages.

6.4.4. Nothing in this Section 6.4 shall preclude the Owner from recovering its actual damages from the Contractor for third-party claims against the Owner or damages not associated with delay.

7. PAYMENT AND RETAINAGE.

7.1. Payment.

7.1.1. Applications for Payment. Payment applications shall be submitted on a monthly basis and shall reflect the amount of Work completed as of the date the application for payment is submitted consistent with the schedule of values. Payment applications must be received by the Owner not later than the fifteenth (15th) day of the month; payment applications received after the 15th day of the month will be deemed to be received in the following month and will be held for payment during the following payment period. With each application for payment the Contractor shall submit one copy of the following documentation:

- (a) Invoice for Work performed and materials and equipment provided for the previous pay period;
- (b) If required for the Project, the Certified Payroll Report for payment of prevailing wages (**Exhibit J**);
- (c) Lien waivers from itself and all subcontractors, suppliers, and any other party that performed Work or supplied materials for the Project in a form acceptable to the Owner for the Work performed during the current billing period (**Exhibits E through I**);
 - a. Exhibit E shall be submitted with each Application for Payment starting with the second Application for Payment;
 - b. Exhibits F and G shall be submitted with each Application for Payment; and,
 - c. Exhibits H and I shall be submitted with the Application for Final Payment.
- (d) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

7.1.2. Owner may withhold payment in whole or in part, and may demand that Contractor refund amounts previously paid, to protect Owner from loss because of:

- (a) Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Contract Time or Construction Schedule; and failure to follow the directions of or instructions from Owner;
- (b) Contractor's default or failure to perform any of its obligations under another contract that it has with Owner;
- (c) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed;
- (d) The Work has not proceeded to the extent set forth in the application for payment;
- (e) Any representations made by Contractor are untrue;
- (f) The failure of Contractor to make payments to its Subcontractors;

- (g) Damage to Owner's property or the property of another person or laborer;
- (h) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or
- (i) Liens filed or reasonable evidence indicating the probable filing of such liens.

7.1.3. Owner will pay Contractor within thirty (30) days after receipt of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. Amounts unpaid after thirty (30) days after Owner's receipt of the payment application shall bear interest at the rate of zero percent (0%).

7.2. Retainage.

7.2.1. Amount of Retainage.

7.2.1.1. Payments for Labor. Payments for labor incorporated into the Work will be at the rate of 92% of the amount set forth in Contractor's payment application and approved by Owner until the Work is 50% complete, unless the parties agree otherwise. When the Work is 50% complete, the payment for labor incorporated into the Work will be at the rate of 100% of the amount set forth in Contractor's payment application and approved by Owner.

7.2.1.2. Payments for Materials and Equipment. Payments for materials and equipment will be at the rate of 92% of the invoice cost of materials and equipment delivered to the Project site or other storage site approved by Owner. The balance of the invoice cost will be payable when the materials or equipment are incorporated into the Work. Incorporated into the Work means such materials and equipment are installed and conform to the requirements of the Contract Documents. When payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, Contractor shall be required to replace them at its expense.

7.2.2. Interest on Retainage.

7.2.2.1. Contractor agrees that Owner may hold retained amounts in the project construction fund and is not required to deposit the retained funds into a separate interest-bearing savings account. The balance of the retained funds, plus interest, will be paid to Contractor as its final payment for the Project, less any amounts needed to cover damages or costs incurred by Owner related to the Work.

7.2.2.2. In lieu of the provisions of Section 7.2.2.1, the Contractor may request to have the Owner instead deposit the retained funds, when the Work is 50% complete, into a separate escrow account governed by an escrow agreement, employing an escrow agent, by providing written notice to the Owner of the request prior to the submission of the first pay application. If the Contractor so requests, the Contractor will be responsible for all expenses associated with the escrow agent and escrow account beyond the interest income from the account, and the change and expense must be expressly documented in a change to the contract. If the Contractor does not request an escrow account prior to submission of the first pay application, the Contractor will be deemed to have waived its rights under ORC 153.63 to have the retained funds so deposited and governed by an escrow agreement.

7.2.3. Documentation. Upon request, Contractor immediately will supply Owner with requested information so as to verify the amounts due to Contractor, including but not limited to original invoices for materials and equipment and documents showing that Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

7.3. Final Payment.

7.3.1. The final application for payment shall be itemized and submitted after completion of the Work specified for the Project. Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to Owner.

- (a) All items required in Section 7.1.1;

- (b) Contractor's Certificate of Insurance;
- (c) Contractor's Workers' Compensation Certificate;
- (d) Consent of Contractor's Surety to Payment;
- (e) An assignment to Owner of all warranties obtained or obtainable by Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to Owner; and
- (f) Such other documentation as required by the Contract Documents, Owner, or applicable law, including but not limited to, the final certified payroll report and required Affidavit of Compliance if Prevailing Wages are required for the Project.

7.3.2. The making of Final Payment by Owner does not constitute a waiver of Claims by Owner for the following:

- (a) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled;
- (b) Failure of the Work to comply with the requirements of the Contract Documents;
- (c) Terms of warranties required by the Contract Documents;
- (d) Claims for Indemnification;
- (e) Claims about which Owner has given Contractor notice; or
- (f) Claims arising after Final Payment.

8. CHANGES IN THE WORK.

8.1. Change Orders.

8.1.1. A Change Order is a written instrument signed by Owner and Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Contract Time, if any.

8.1.2. All Change Orders shall be submitted with any supporting documentation requested by the Owner in advance of the performance of the Work that is the subject of the Change Order and must be approved by the Owner in writing in advance of the performance of the Work that is the subject of the Change Order.

8.1.3. The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but limited to all direct, indirect, and cumulative costs that include reasonable overhead and profit associated with such change and any and all adjustments to the Contract Sum and in the Contract Time. Total cumulative overhead and profit for Contractor and all Subcontractors on any add or deduct Change Order shall not exceed 15% of the total cost of labor and material. The Contractor shall not proceed with any change in the Work without a signed Change Order. The Contractor's failure to timely seek and obtain such authorization as specified herein, shall constitute an irrevocable waiver by the Contractor of an adjustment to the Contract Sum or the Contract Time for the related work.

8.2. Construction Change Directives.

8.2.1. A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

8.2.2. A Construction Change Directive shall be used in the absence of total agreement of a Change Order.

8.2.3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

8.2.4. When the Owner and Contractor agree with adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately, and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

8.2.5. If the Contractor disagrees with the adjustment in the Contract Time or the Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 9.

9. CLAIMS AND DISPUTES.

9.1. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that Owner's decision to adjust or withhold payment under Section 7.1.2 will not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. Contractor will not knowingly (as "knowingly" is defined in the federal False Claims Act, 31 U.S.C. Section 3729, *et seq.*) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, Contractor must submit a properly completed Statement of Claim Form (**Exhibit C**).

9.2. Subject to the requirements of Article 9, if Contractor wishes to make a Claim for an increase in the Contract Sum, written notice must be given before proceeding to execute the Work.

9.3. Subject to the requirements of Article 9, if Contractor wishes to make a Claim for additional time, the required written notice must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim must be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

9.3.1. The delays for which the Contractor is entitled to additional time are "Excusable Delays." The only Excusable Delays are those delays on the critical path which the Contractor establishes were: (a) caused by the Owner or those in privity of contract with the Owner, (b) physical damage to the Project over which the Contractor has no control, (c) labor disputes beyond the control of the Contractor, (d) work days lost due to weather conditions as provided under Section 4.4.1, (e) concealed or unknown conditions under Section 9.4, and (f) other unforeseeable delays beyond the control of the Contractor and its subcontractors and suppliers of any tier. The delays for which the Contractor is entitled to additional time and money are "Compensable Delays." The only Compensable Delays are those Excusable Delays which the Contractor establishes were proximately caused by an improper action or failure to act by the Owner. Owner, in its sole and reasonable discretion, shall determine whether a delay entitles Contractor to time extension or additional compensation.

9.4. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Owner and the Design Professional, if any, promptly before conditions are disturbed and in no event later than forty-eight (48) hours after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Owner will issue an appropriate Change Order.

9.5. Contractor must make all claims by submitting a properly completed Statement of Claim Form (**Exhibit C**) per Article 9 within seven (7) days after the occurrence of the event giving rise to the Claim. Proper notice of delay as required under Section 4.4.1 is a condition precedent to entitlement of a Claim. Failure to do so results in an irrevocable waiver of the Claim.

9.6. Within ten (10) days of its receipt of a written request, Contractor must make available to Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and must require its Subcontractors, regardless of tier, and materialmen to do likewise.

9.7. If a Contractor's Claim has not been resolved at the time of Substantial Completion, the Contractor's exclusive remedy is to file suit in the Common Pleas Court for the county in which the Project is located within 90 days of Substantial Completion, unless the parties otherwise agree in writing, else such Claim is waived. Each party waives its right to remove any such suit to federal court.

9.8. Unless otherwise agreed in writing, Contractor shall continue its Work on the Project and shall maintain progress during any mediation, arbitration, or litigation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with this Agreement, however, the Owner shall be under no obligation to make payments on or against any claim or amounts in dispute during the pendency of any mediation, arbitration, or litigation proceeding to resolve those claims or amounts in dispute.

9.9. Waiver of Claims for Consequential Damages. The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to the Owner's termination of the Agreement in accordance with this Agreement.

10. DEFAULT OF CONTRACTOR.

10.1. Events of Default. Each of the following constitutes an event of default of Contractor:

10.1.1. Contractor's failure to perform any of its obligations under the Contract Documents or failure to proceed to commence to correct such failure in accordance with Section 5.1.

10.1.2. Contractor's failure to pay its obligations incurred in connection with this Agreement as they become due or Contractor's insolvency.

10.2. Owner's Remedies. Upon the occurrence of an event of default, Owner has the following remedies, which are cumulative:

10.2.1. Order Contractor to stop the Work, which Contractor must do immediately;

10.2.2. To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to Contractor;

10.2.3. To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by Contractor, all of which Contractor hereby transfers and assigns to Owner for such purpose, and to employ any person or persons to complete the Work, including Contractor's employees, and Contractor will not be entitled to receive any further payment until the Work is completed;

10.2.4. To accept assignment of Contractor's subcontracts for the Project, pursuant to any prior rights of the surety, if any, and, at the Owners' sole discretion, to further assign the subcontracts to a successor contractor or other entity provided that (i) the Owner terminates this Agreement for cause, and (ii) provides written notice of such assignment to both Contractor and Subcontractor; and/or,

10.2.5. All other remedies that Owner may have at law or in equity or otherwise under the Contract Documents.

10.3. Termination of Agreement. The termination of this Agreement will be without prejudice to Owner's rights and remedies, including without limitation Owner's right to be indemnified by Contractor.

10.4. Payments Due Contractor. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses, or damages incurred by Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of Owner's staff, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor is responsible to pay the difference to Owner. The obligations under this section will survive termination of this Agreement.

11. DEFAULT OF OWNER.

11.1.1. Events of Default. The following constitutes the exclusive events of default of Owner:

11.1.1.1. Failure of Owner to perform any express material obligation under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from Contractor specifying the default and the necessary corrective action.

11.2. Contractor's Remedy.

11.2.1. Contractor's sole and exclusive remedy for the default of Owner shall be to follow the procedure set forth in Article 9.

11.2.2. Notwithstanding Section 11.2.1, if Owner fails to pay Contractor undisputed amounts as payment becomes due, Contractor may, upon fifteen (15) days written notice, stop the Work until payment of the undisputed amount owing has been received.

12. SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF OWNER.

12.1. Suspension for the Convenience of Owner.

12.1.1. Owner may, without cause, order Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as Owner may determine.

12.1.2. An equitable adjustment will be made for increases in the Contract Time and cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed ten percent (10%) of the amount of the increased cost not attributable to profit or overhead. No adjustment will be made to the extent that:

- (a) performance is, was or would have been so suspended, delayed, or interrupted by another cause for which Contractor is responsible; or
- (b) an equitable adjustment is made or denied under another provision of this Agreement for a concurrent event.

12.2. Termination for the Convenience of Owner.

12.2.1. Owner may, in its discretion and without cause, upon three (3) business days' written notice to Contractor terminate this Agreement for Owner's convenience.

12.2.2. Upon receipt of a written notice from Owner terminating this Agreement for the Owner's convenience and without cause, the Contractor will (i) immediately cease performing any or all portions of the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, (ii) immediately take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by Owner, terminate or assign all agreements with Subcontractors and suppliers.

12.2.3. If this Agreement is terminated for the Owner's convenience and there exists no event of Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive payment (i) for Work properly executed up to the date the notice of termination is received by Contractor, including overhead and profit up to the date of termination, and (ii) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders.

12.2.4. If this Agreement is terminated for the Owner's convenience and there exists an event of Contractor's default, as defined in this Agreement, Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

12.2.5. The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

13. INSURANCE, INDEMNIFICATION, AND BOND.

13.1. Contractor must maintain commercial general liability insurance in the minimum amount of \$1,000,000.00 per incident and \$2,000,000.00 aggregate, worker's compensation coverage as required by the Ohio Revised

Code, automobile liability coverage in the minimum amount of \$1,000,000.00 per accident and \$2,000,000 aggregate, and an umbrella policy in the minimum amount of \$5,000,000.00, unless Owner approves other coverage limits in writing. Excess or umbrella coverage may be used to meet these levels of insurance. The Owner and VPL Architects, Inc. shall be named as an additional insured on the Contractor's insurance policies. The Contractor shall provide a certificate of insurance showing the required coverages, with the Owner named as a certificate holder and as an additional insured; Contractor also agrees to provide Owner with at least thirty (30) days' notice prior to any changes in coverage of the required insurance. The Contractor shall maintain all such coverage for a period of 3 years after the Date for Final Completion.

13.1.1. The Contractor shall maintain Contractors Errors & Omissions Liability Insurance insuring against errors and omissions arising from the Work if the Work involves any construction management or the preparation of plans and drawings, with limits of not less than \$1,000,000.00 per claim. Such policy shall not contain any exclusions directed toward any types of materials, services or processes involved in the Work. The retroactive date for coverage will be no later than the commencement date of design and will state that in the event of cancellation or nonrenewal the discovery period for insurance claims will be at least three (3) years or otherwise as by written agreement with the Owner.

13.2. Insurance furnished by the Owner, if any, is not intended to and does not cover equipment and materials before they are physically incorporated into the Work or tools. Contractor bears the entire risk of loss with respect to tools, equipment, and materials. Contractor is responsible for damages to Owner's property and to adjacent property caused by or related to the Work or actions by Contractor's employees or those of its subcontractors.

13.3. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 7.3 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 13.3 to be covered, whichever is later. The insurance shall include interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Project.

13.4. Owner and Contractor waive all rights, including all rights of subrogation, against each other and against Subcontractors, Sub-subcontractors, consultants, agents, and employees of the other for damages during construction, but only to the extent covered by (and not prohibited by) any applicable property insurance or builder's risk insurance, except such rights as they may have to the proceeds of such insurances.

13.5. To the maximum extent permitted by law, Contractor shall indemnify and hold harmless Owner and Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the Work, including but not limited to the failure of Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. Owner may withhold amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due Contractor under the Contract Documents.

13.6. In claims against any person or entity indemnified under this Contract by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Contract shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable for Contractor or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts. Contractor expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement.

13.7. Contract Bond.

13.7.1. The Contractor shall provide a contract bond to guaranty payment and performance of the Work, as required by Ohio law. When the Contractor delivers the executed counterparts of the Agreement to the Owner, the Contractor shall deliver such bond to the Owner, along with other documents as may be required.

13.7.1.1. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the Agreement or Ohio law, the Contractor shall promptly notify the Owner and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of the Contract Documents and Ohio law.

13.7.2. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

13.7.3. Material Default or Termination. If the Owner notifies the Contractor's surety that the Contractor is in material default or terminates the Contract, the surety will promptly and within twenty-one (21) days investigate the claimed material default or termination. If the Owner gives a notice of material default and then terminates the Contract, the surety shall complete its investigation within twenty-one (21) days of the notice of material default. As part of such investigation, the surety shall visit the offices of the Contractor and Owner to review the available project records. If the surety proposes to take over the Work, the surety shall do so no later than the expiration of the twenty-one (21) day period or ten (10) days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Work, and the surety proposed to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents, including meeting all of the requirements of the Contract Documents. If the Contractor is terminated, the replacement contractor shall not be the Contractor. The surety will provide the Owner with the results of its investigation, including any written report or documents. This Section 13.7.3 is in addition to the Owner's rights under this Agreement to terminate the Contractor for cause and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

14. WARRANTIES. In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, Contractor warrants and guarantees that:

- (a) Owner will have good title to the Work and all materials and equipment incorporated into the Work will be new;
- (b) The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- (c) The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- (d) The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- (e) The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all resulting damage within two (2) business days after written notice from the Owner. Contractor shall correct such breach and damage to the satisfaction of Owner within fifteen (15) days of such notice except when an extension of time is granted in writing by Owner; provided that if such notice is given after final payment hereunder, such 2-day period will be extended to seven (7) days and such 15-day period shall be extended to thirty (30) days. If Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, Owner, upon written notice to Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. Contractor upon written notice from Owner shall pay Owner, within ten (10) days after the date of such notice, all of Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation Owner's administrative, legal, design, and consulting expenses. The foregoing warranties and obligations of Contractor will survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the Owner any amounts due under this Article 14, Contractor will pay

Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

15. GENERAL.

15.1. Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of Owner shall require the signature of Owner pursuant to a specific resolution of Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

15.2. Assignment. Contractor may not assign this Agreement without the written consent of Owner, which Owner may withhold in its sole discretion.

15.3. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Contractor.

15.4. Law and Jurisdiction. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court for the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. Each party waives its right to remove any such suit to federal court.

15.5. Statute of Limitations. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by Owner will not commence until the discovery of such defective or non-conforming Work by Owner.

15.6. Notices. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served; forwarded by expedited messenger service; sent by facsimile transmission; sent by electronic mail with delivery confirmation; or be given by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party at the address set forth at the beginning of this Agreement. Any party may change its address by giving written notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by electronic mail or facsimile transmission, upon the expiration of 24 hours after the transmission is sent.

15.7. Construction. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

15.8. Approvals. Except as expressly provided herein, the approvals and determinations of Owner will be subject to the sole discretion of Owner and will be valid and binding on Contractor, provided only that they be made in good faith, *i.e.*, honestly. If Contractor challenges any such approval or determination, Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.

15.9. Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

15.10. Compliance with Laws and Regulations. Contractor, at its expense, must comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to ORC Chapter 4115 regarding prevailing wage rates, if applicable.

15.11. Project Safety. Contractor must follow all applicable safety and health regulations during the progress of the Project and monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this section, Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of Contractor.

15.12. Equal Opportunity. Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not, discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is responsible to ensure that each of its Subcontractors, regardless of tier, states in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin. No Findings for Recovery.

15.13. No Findings for Recovery. The Contractor represents that the Contractor is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Contractor has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section. If this representation and warranty is found to be false, the Contract is void, and Contractor will immediately repay Owner any funds paid to Contractor under this Contract.

15.14. Non-Discrimination. Contractor agrees:

- (a) That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- (b) That neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
- (c) That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- (d) That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

15.15. Use of Owner's Facilities. Contractor will ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of Owner:

- (a) use Owner's facilities including but not limited to, common areas, rest rooms, or phones;
- (b) use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by Owner;
- (c) use any radios, tape or compact disc players, or sound amplification equipment; and
- (d) interact in any manner with building occupants, except where necessary to preserve the safety of building occupants.

Contractor must conspicuously post notice of the prohibitions listed in this section at the Project site in the same location as OSHA notices are required to be posted and shall verbally inform all of Contractor's employees, and the employees of Contractor's Subcontractors and materialmen, regardless of tier, of such prohibitions. The notice must be in a form acceptable to Owner.

15.16. Entire Agreement. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

15.17. Attachments. Attachments to this Agreement include:

Exhibit A: Contract Bond

Exhibit B: Sales and Use Tax Construction Contract Exemption Certificate

Exhibit C: Statement of Claim Form

Exhibit D: Certificate of Substantial Completion

Exhibit E: Contractor's Affidavit of Payment or Amounts Withheld;

Exhibit F: Contractor Waiver and Release Affidavit

Exhibit G: Subcontractors/ Suppliers Waiver and Release Affidavit

Exhibit H: Contractor's Final Lien Waiver and Release Affidavit

Exhibit I: Subcontractors/ Suppliers Final Lien Waiver and Release Affidavit

Exhibit J: Prevailing Wage Rates

However, in the event of an inconsistency, the provisions of this Agreement control over any proposal, document, or other attachment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives.

Owner:
Fairfield County Board of Commissioners

Signature

By: _____
Printed Name and Title

Date: _____

Contractor:
Setterlin Building Company

Signature

By: **Sean Morse, COO**
Printed Name and Title

Date: **6/12/23**

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

The undersigned, Fiscal Officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

Fiscal Officer

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23004728 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

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ADMINISTRATION
FC DEVELOPMENTAL DISABILITIES
795 COLLEGE AVE
LANCASTER, OH 43130
Phone: 740-652-7220

Revisions: 000

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SETTERLIN BUILDING COMPANY
560 HARMON AVENUE
COLUMBUS, OH 43223

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ADMINISTRATION
FC DEVELOPMENTAL DISABILITIES
795 COLLEGE AVE
LANCASTER, OH 43130
Phone: 740-652-7220

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
614-643-3031				5106	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
05/24/2023	14329				FC DEVELOPMENTAL DISABILITIES
NOTES					

ADMIN RENOVATION AND MAINTENANCE BUILDING

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

BOARD APPROVED 5.15.2023

RESOLUTUION 2023-05-11

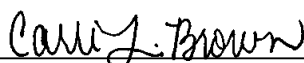
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	ADMIN RENOVATION AND MAINTENANCE BUILDING	1.0	EACH	\$1,509,700.00	\$1,509,700.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1,509,700.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 05/24/2023

06/27/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$1,509,700.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$1,509,700.00

217

ROUTING FORM FOR CONTRACTS

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

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

Signed this 23rd day of June, 2023.



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.***

DIVISION 00
PROCUREMENT AND
CONTRACTING DOCUMENTS
FOR THE PROJECT

OFFICE FACILITY ALTERATIONS
AND A
NEW MAINTENANCE BUILDING
795 College Avenue
Lancaster, Ohio 43130

PREPARED FOR THE
FAIRFIELD COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES
795 College Avenue
Lancaster, Ohio 43130

DATE:
February 15, 2023

Public Notice

Sealed bids will be received by the Fairfield County Board of Commissioners as provided in this notice for the **Office Facility Alterations and a New Maintenance Building Project**. Questions may be directed to and electronic copies of the Contract Documents, which include additional details, are on file and available by contacting Nick Palladino at vpl.npalladino@gmail.com.

Bids shall be enclosed in a sealed envelope addressed to Fairfield County Board of Developmental Disabilities, ATTN: Todd McCullough, Director of Operations, 795 College Avenue, Lancaster, Ohio 43130, and plainly marked on the outside "FAIRFIELD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES – OFFICE FACILITY ALTERATIONS AND A NEW MAINTENANCE BUILDING PROJECT BID." Bids will be received until 1:00 P.M, local time, April 13, 2023 and immediately after the deadline the bids will be opened and publicly read.

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates apply. No bidder may withdraw its bid within 60 days after the opening; the Board reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

INSTRUCTIONS TO BIDDERS

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A. BIDDER'S PLEDGE AND AGREEMENT

1. Each Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Design Professional.
2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
3. The Bidder may rely upon the general accuracy of any technical data identified in the Owner-Contractor Agreement (e.g., any soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Design Professional, or any of their agents or employees, with respect to any of the following:
 - (a) the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto; or

- (b) any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.
- 4. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

C. PROJECT

1. The project is the Office Facility Alterations and a New Maintenance Building Project (the "Project"). The Project and Work for the Project consists of the renovation of the Fairfield County Board of Developmental Disabilities Administration Building and the construction of a New Maintenance Building located at 795 College Avenue, Lancaster, Ohio 43130. The Scope of the Project is as follows:
 - a. Administration Building:
 - (i) Replacement of parking lot and parking markings, new membrane roof, demolition work, new front entry canopy, new mansard roof element, interior framing, interior finishes, HVAC work and Electrical work
 - b. New Maintenance Building
 - (i) Demolition of existing shed type structure, foundation system, concrete slab-on-grade floor, wood framed walls and roof, face brick veneer and vinyl siding exterior finishes, doors, HVAC work and Electrical work
2. The Design Professional for the Project is:

VPL Architects, Inc.
426 East Main Street, Lancaster, Ohio 43130
Contact: Nick Palladino
Email: vpl.npalladino@gmail.com

D. WORK

1. It is anticipated that only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.
2. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.
3. Owner may provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations and Owner's policies relative to excavation and utility locates. Bidders must follow COVID-19 safety protocols required by law or requested by the Owner. Bidder shall receive prior permission before such site visit. Access to the Project site may be obtained by request to Todd McCullough, Director of Operations, at todd.mccullough@fairfielddd.com.

E. ESTIMATE OF COST

The total estimated construction cost for the base bid is **\$1,207,792.00** including allowances:

The Bidder's base bid shall include the following allowances:

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None

The total estimated construction cost of each Alternate for the Project, is as follows:

None

F. CONTRACT DOCUMENTS AND PRE-BID MEETING

1. The Contract Documents consist of the Contract Documents listed in Section 2 of the Owner-Contractor Agreement.
2. Electronic copies of the Contract Documents will be available by request, from **Nick Palladino** at vpl.npalladino@gmail.com and can be downloaded from the Fairfield County Developmental Disabilities website at <https://www.fairfielddd.com/public-notices>.
3. Bidders shall use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Design Professional assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
4. The Owner or the Design Professional, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.
5. **A pre-bid conference will be held March 23, 2023 at 9:00 a.m. at 795 College Avenue, Lancaster, Ohio 43130.**

Attendance is highly recommended. The Owner shall not be held liable if a bidder is unable to attend.

G. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.
3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not materially affect the price, quantity or quality of the Work to be performed.
4. Each Bidder shall submit **2 originals** of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission or any other electronic means. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Bids shall be enclosed in a sealed opaque envelope with the Bidder's name, plainly marked on the outside "OFFICE FACILITY ALTERATIONS AND A NEW MAINTENANCE BUILDING PROJECT BID," and addressed as follows:

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Fairfield County Board of Developmental Disabilities
ATTN: Todd McCullough, Director of Operations
795 College Avenue
Lancaster, Ohio 43130

Bids must be received at the location designated above before **11:00 P.M., local time on or before April 13, 2023.**

6. **The completed Bid Form shall be accompanied by the following completed documents:**

Bid Guaranty and if applicable, Contract Bond (See Paragraph G.8 below.)

Contractor's Qualification Statement (See Paragraph H.4 below.)

7. The Bidder shall take the following precautions in preparing its bid:

- a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph G.6 above) have been included in a sealed opaque envelope addressed as described in item Paragraph G.5 above.
- b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
- c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents and as described in Paragraph L.1 below.
- d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - 1) The Bidder
 - 2) The Surety or Sureties
- e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph G.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid plus the amount of all add alternates included in the bid. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
- f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

8. Bonds and Guarantees

- a. **Bid Guaranty:** Bidder shall furnish a Bid Guaranty, in the form prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the Base Bid plus the amount of all Add Alternates included in the Bidder's bid, in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. NOTE: AIA or EJCDC Bid Bond forms are not acceptable.

- b. **Contract Bond:** The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall

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furnish a Contract Bond in the form Contract Bond included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA or EJCDC Bond forms are not acceptable.**

- c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion
- d. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.
- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.
- f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- g. The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.

H. METHOD OF AWARD

- 1. **All bids shall remain open for acceptance for sixty (60) days** following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- 2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- 3. Determination of the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the bidder submitting the lowest and best bid that is responsive to the bidding requirements, taking into consideration accepted alternates. In evaluating bids, the Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which bid is the lowest and best bid include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.
 - a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and based upon the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

The Owner will consider the Bidder's prior experience on other projects of similar scope and/or complexity including prior projects with the Owner and/or Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Design Professional as a willing, cooperative, and successful team member. Bringing overstated claims, an excessive number of claims, acting uncooperatively, and filing lawsuits against project owners and/or their design professionals on prior projects of similar scope and/or complexity will be deemed evidence of a Bidder's inability to work with the Owner and Design Professional as a willing, cooperative, and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold harmless such owners, design professionals (and construction managers) and the employees of any of them from any claims, whether or not proven, that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- c. The Bidder's prior experience with similar work on comparable or more complex projects.
- d. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing claims and having claims filed against it.
- e. The Bidder's equipment and facilities.
- f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
- g. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws.
- h. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
- i. The Owner's prior experience with the Bidder's surety.
- j. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
- k. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
- l. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
- m. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.

- n. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
4. **Qualifications Statement.** Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Design Professional promptly with such additional information as the Design Professional may request regarding the Bidder's qualifications. A Bidder shall submit any requested additional information within 24 hours of the date on the request.
5. The failure to submit requested information on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.
6. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, whether or not proven, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
7. **After bid opening, within 24 hours of a request made by the Owner or Design Professional, the apparent low Bidder and any other Bidder so requested must submit the following:**
- a. **SUBCONTRACTORS:** For all subcontracts with an estimated value of at least \$20,000, a list of all Subcontractors that the Bidder will use to construct the Project, as well as an indication of whether or not the Bidder has ever worked with a proposed Subcontractor before, including the following information for the three most recent projects on which the Bidder and each Subcontractor have worked together:
- Project Owner
 - Project Name
 - Subcontract Scope
 - Subcontract Value
 - Owner's contact name and phone number.
- If Bidder and a proposed Subcontractor have not worked together on at least three projects in the five years, Bidder must submit the information set forth above for the three most recent similar projects to the Project that a proposed Subcontractor has worked on.
- The above Subcontractor information, as well as the information pertaining to each proposed Subcontractor, shall be used in the Owner's determination of the lowest and best bid.
- Once a Bidder identifies its proposed Subcontractors as set forth herein, and Owner makes no objections, the list shall not be changed unless written approval of the change is authorized by the Owner and Design Professional.
- b. **FINANCING:** The following additional financial information is not a public record under Ohio Revised Code Section 149.43 and will be kept confidential, except under proper order of a court, per Ohio Revised Code Section 9.312(A).

i. Provide a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- Net Fixed Assets;
- Other Assets;
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

ii. Provide the name and address of firm preparing attached financial statement, and date thereof.

iii. If the attached financial statement is not for the identical organization named in the completed Contractor's Qualification Statement submitted with the bid, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

8. Affidavit as to Personal Property Taxes. Each successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.
9. No Bidder may withdraw its bid within **sixty (60)** days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
10. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
11. Award of Contract. The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Owner.

I. EXECUTION OF CONTRACT

1. Within the time designated by the Owner or Design Professional after award of the Contract, the successful Bidder shall execute and deliver to the Owner or Design Professional the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

J. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein.

2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Design Professional a minimum of ten (10) calendar days before the bid date and hour. To facilitate the submission of requests, a Pre-Bid Substitution Form is included in the Contract Documents. The Bidder shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including the manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Design Professional's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
 - b. Requests submitted without adequate documentation;
 - c. Requests received after the specified cut-off date.
4. When the Design Professional approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
 5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
 6. Following the award of the Contract, there shall be no substitutions for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

K. ALTERNATES

1. The Owner may request bids on alternates. If the Owner requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
2. At the time of awarding the Contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
3. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are

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received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

4. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

L. UNIT PRICES

1. Where unit prices are requested in the Bid Form the Bidder should quote a unit price. Unless otherwise expressly provided in the Contract Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

M. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Design Professional will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. Bidders shall submit written questions to **Nick Palladino, VPL Architects, Inc., at vpl.npalladino@gmail.com by 1:00 P.M., April 3, 2023** to allow sufficient time for the Design Professional to respond. All Addenda will be issued, except as hereafter provided, and e-mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
4. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Design Professional prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Design Professional any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or

- b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

N. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to **Nick Palladino, VPL Architects, Inc., at vpl.npalladino@gmail.com** by the deadline for questions per paragraph M.3 above. Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Design Professional, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
3. Bidders are responsible for notifying the Owner and the Design Professional in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

O. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

P. DATE FOR SUBSTANTIAL COMPLETION/ DATE FOR FINAL COMPLETION /LIQUIDATED DAMAGES

1. The Date for Substantial Completion (aka Contract Time), Date for Final Completion, and Liquidated Damages shall be as defined and set forth in the Owner-Contractor Agreement. **By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.**

Q. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

R. MODIFICATION/WITHDRAWAL OF BIDS

1. Modification. A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner's Representative prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
 - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 - (1) the price bid was substantially lower than the other bids;
 - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - (3) the bid was submitted in good faith; and
 - (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.
 - b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
 - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

S. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
 - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

T. FINDINGS FOR RECOVERY

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

U. PREVAILING WAGES

1. The successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

1.01 BID SUBMITTED BY:

(Contractor)

Date bid submitted: _____

1.02 DELIVER TO:

Fairfield County Board of Developmental Disabilities
ATTN: Todd McCullough
795 College Avenue
Lancaster, Ohio 43130

- 1.03** Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project titled **Office Facility Alterations and a New Maintenance Building Project** including having also received, read, and taken into account the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and likewise having inspected the site and the conditions affecting and governing the Project, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

- 1.04** Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Request for Bids, Instructions to Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement, Drawings, Project Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.
- 1.05 BONDS AND CONTRACT:** If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.
- 1.06 COMPLETION OF WORK:** In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to complete its Work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

NOTE C: If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.

2.01 BID:

Include the cost of all labor and material for the contract listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deduction from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deduction, the amount shall be a deduction).

2.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum – All work, but not including Alternates or Unit Prices. The Unit Prices will only be used if the Work included in the Unit Prices is required during the Project.

_____ Dollars (\$ _____)
(Words) (Figures)

2.03 [Not Used.]

2.04 Unit Prices:

Unit Price Description		Unit Price in Words	Unit Price in Figures
No. - 1	Existing Parapet Wood Plate Replacement	Ten Dollars and Forty Five Cents per Linear Foot	\$10.45/Lin. Ft.
No. - 2	Moisture Laden existing built-up roofing assembly removal and repair	Twenty Four Dollars and Eighty Center per Square Foot	\$24.80/Sq. Ft.

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. **The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.**
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including any Divisions of the Specifications and parts of the Drawings

that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Design Professional.

3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could have been discovered by such an investigation.
4. The Bidder represents, understands and agrees that a) the Claim procedures in the General Conditions as modified for the Project are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

9. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder has submitted the lowest responsible bid and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.
12. The Bidder further states that it is a duly licensed contractor, for the type of work proposed, in accordance with the local requirements, and that all fees, permits, etc., pursuant to submitting this Bid have been paid in full.

LEGAL NAME OF BIDDER: _____

BIDDER IS (check one): ☐ sole proprietor ☐ partnership ☐ corporation ☐ other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____

	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

_____	_____
Name	_____
_____	Address
_____	_____
Name	_____
_____	Address
_____	_____
Name	_____
_____	Address
_____	_____

Name

Address

Name

Address

END OF SECTION

CONTRACTOR QUALIFICATIONS STATEMENT

SUBMITTED TO: Fairfield County Board of Commissioners

SUBMITTED BY: _____

Name: _____

Address: _____

Telephone: _____

Email: _____

Principal Office: _____

Indicate the form of organization: ☐ Corporation
 ☐ Partnership
 ☐ Individual
 ☐ Joint Venture
 ☐ Other

NAME OF PROJECT: Office Facility Alterations and a New Maintenance Building Project for the Fairfield County Board of Developmental Disabilities

Complete the following information. Attach additional sheets as needed to provide the requested information.

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? _____

1.2 How many years has your organization been in business under its present business name? _____

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 President's name: _____

1.3.4 Vice President's name(s): _____

1.3.5 Secretary's name: _____

1.3.6 Treasurer's name: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

CONTRACTOR QUALIFICATIONS STATEMENT

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1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work? _____

3.2.2 Within the last five (5) years has your organization or any of its officers initiated any Claims, had any Claims initiated against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? _____
If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project.

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? _____
If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.

3.4 On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

CONTRACTOR QUALIFICATIONS STATEMENT

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CQS-2

3.4.1 State total amount of work in progress and under contract: \$_____

3.5 Provide the following information for each contract your organization has had during the last 5 years, including current contracts, where the Contract Sum is 50% or more of the bid amount for this Project, including add alternates. If there are more than 10 of these contracts only provide information on the most recent 10 contracts, including current contracts.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

CONTRACTOR QUALIFICATIONS STATEMENT

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CQS-3

- 3.5.1 Provide the following information for each project your organization has had during the last 5 years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than 5 of these projects, only provide information on the most recent 5 projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

- 3.5.2 State average annual amount of construction work your organization has performed during the last five years. \$_____

- 3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last 5 years, identify the member of management and the name of the construction company.

- 3.5.4 If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

- 3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

- 3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

CONTRACTOR QUALIFICATIONS STATEMENT

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4. REFERENCES

4.1 Trade References: _____

4.2 Bank References: _____

4.3 Surety:

4.3.1 Name of bonding company: _____

4.3.2 Name and address of agent: _____

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- Net Fixed Assets;
- Other Assets;
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date prepared:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary). _____

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? _____

CONTRACTOR QUALIFICATIONS STATEMENT

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CQS-5

Certification. The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor Qualifications Statement is true, accurate and not misleading.

SIGNATURE

Dated at this ____ day of _____, 20__.

Name of Organization: _____

By: _____[PRINT NAME]

Signature: _____

Title: _____

STATE OF OHIO,
County of _____, ss:

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____ 20__.

Notary Public

My Commission Expires: _____

SEAL

CONTRACTOR QUALIFICATIONS STATEMENT

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CQS-6

PRE-BID SUBSTITUTION FORM

Note. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided in the Instructions to Bidders.

The detailed procedures for submitting substitutions are set forth in Paragraph J of the Instructions to Bidders.

[illegible]

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio

County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this _____ day of _____, 20____,

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u>	<u>Amount</u> (include total amount penalties and interest thereon)
_____ County	\$ _____
_____ County	\$ _____
_____ County	\$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this _____ day of _____, 20____.
The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

(Notary Public)

My commission expires

_____, 20____

**SHORT FORM OWNER-CONTRACTOR AGREEMENT
FOR PROJECTS OF LIMITED SCOPE**

Owner:

**Fairfield County Board of Commissioners
210 E. Main Street, #301, Lancaster, Ohio 43130**

**Project: Office Facility Alterations and a New
Maintenance Building Project**

**Location: Fairfield County Board of
Developmental Disabilities**

795 College Avenue, Lancaster, Ohio 43130

Contractor:

[REDACTED]
[REDACTED]
[REDACTED]

Contact: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Owner, a political subdivision of the State of Ohio, and Contractor have entered into this Owner-Contractor Agreement ("Agreement") as of the date signed by Owner ("Effective Date"). The Project consists of, but is not limited to, the renovation of the Fairfield County Board of Developmental Disabilities Administration Building and the construction of a New Maintenance Building located, 795 College Avenue, Lancaster, Ohio 43130, which includes replacement of parking lot and parking markings, demolition work, roof work, new front entry canopy, interior finishes, exterior finishes, foundation system, concrete slab-on-grade floor, HVAC work and electrical work (the "Project").

The Project Owner and Contractor agree as follows:

1. WORK.

1.1. Contractor will furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Project.

1.2. Contractor must at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of Owner, so as to complete the Project by the Date for Substantial Completion. All materials and equipment provided must be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.3. Contractor will assign a competent Project Supervisor. At the Owner's request, Contractor will replace the Project Supervisor, provided that the request is reasonable. Owner will not be responsible for the acts or omissions of the Project Supervisor or his assistants.

1.4. Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or it make its parts fit together properly.

2. CONTRACT DOCUMENTS.

2.1. The Contract Documents consist exclusively of the following documents incorporated by reference:

- A. Public Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement, including all exhibits attached hereto;
- E. Drawings and Specifications prepared by VPL Architects, dated [REDACTED];
- F. Executed Bid Guaranty and Contract Bond;
- G. Sales & Use Tax/ Construction Contract Exemption Certificate;
- H. Statement of Claim Form;
- I. Design Professional's Certificate of Substantial Completion;
- J. Contractor's Affidavit of Payment or Amounts Withheld;
- K. Contractor Waiver and Release Affidavit;
- L. Subcontractors/ Suppliers Waiver and Release Affidavit;
- M. Contractor's Final Lien Waiver and Release Affidavit;

- N. Subcontractors/ Suppliers Final Lien Waiver and Release Affidavit;
- O. Pre-Bid Substitution Form;
- P. Addenda issued;
- Q. Executed Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- R. Modifications issued after the execution of the contract, including:
 - a. A written amendment to the Agreement signed by both parties;
 - b. A Change Order; or
 - c. A Construction Change Directive
- S. Prevailing Wage Rates

2.2. Contractor will use the State of Ohio Subcontract Form for all subcontracted Work, in accordance with ORC Section 153.503(C) and OAC Section 153:1-3-02.

2.3. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Days shall mean calendar days unless noted otherwise.

3. OWNER REPRESENTATIVE AND DESIGN PROFESSIONAL.

3.1. Design Professional. The Design Professional for this Project is VPL Architects, Inc. The Design Professional prepared the drawings and specifications for the Work. The Design Professional will also provide construction administration services for the Project. The Contractor will coordinate with the Design Professional, as instructed by the Owner.

3.2. Todd McCullough, Director of Operations for the Fairfield County Board of Developmental Disabilities, is the Owner's Representative with respect to all matters involving Owner.

3.2.1. Except as specifically stated to the contrary elsewhere in this Agreement, Contractor will direct all communications to Owner through the Owner's Representative.

3.3. Contractor will coordinate the Work with the Owner and Owner's separate contractors, consultants, or other agents. Contractor will provide access to the Work at all times.

4. TIME FOR COMPLETION AND PROJECT COORDINATION.

4.1. Contract Time. The Work shall commence as of the Effective Date of this Agreement (the "Date of Commencement"), with all associated Work being completed on or before , **2023** (the "Date for Substantial Completion").

4.1.1. Substantial Completion. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Notwithstanding anything in the Contract Documents to the contrary, this shall include, but is not limited to, start up and successful testing of all systems and equipment.

4.1.2. Following Substantial Completion of the Work or a designated portion thereof, as certified by the Design Professional on the Certificate of Substantial Completion (**Exhibit D**) or confirmed by the Owner, and Owner's receipt of consent of the Contractor's surety, if any, the Owner shall make a payment of retainage applying to such Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Owner is entitled to withhold 200% of the value of such incomplete or nonconforming Work.

4.1.3. Date of Final Completion. Final Completion shall mean that the Work is complete in all respects in accordance with the Contract Documents and the Contractor has submitted to the Owner all required documents. The date of Final Completion shall be within **21** calendar days from the Date of Substantial Completion.

4.2. Time is of the Essence. THE DATES IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT. CONTRACTOR WILL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING ANY AMENDMENTS THERETO.

4.3. Contractor's Construction and Submittal Schedules

4.3.1. The Contractor shall prepare for Owner's review and approval the construction schedule ("Construction Schedule") and a corresponding detailed schedule of values pursuant to the Ohio Revised Code Section 153.13 within seven (7) calendar days after the Effective Date. The schedule of values must be broken out into labor and materials for each line item. The Contractor shall prepare the Construction Schedule in Critical Path Method ("CPM") format unless provided otherwise in the Contract Documents or otherwise in writing by the Owner. Each major category of Work shall be shown separately in the Construction Schedule with all the significant activities involved, showing durations of time, manpower requirements, and restraints. The Construction Schedule is for the purpose of coordinating the timing, phasing, and sequence of the Work of the Contractor and shall not change or modify the Date for Substantial Completion. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the dates in the Construction Schedule.

4.3.1.1. The Contractor shall update the Construction Schedule each month;

4.3.1.2. The Construction Schedule shall be manpower loaded;

4.3.1.3. The Contractor shall, on a weekly basis, prepare and submit to the Owner a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested;

4.3.1.4. The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Date for Substantial Completion; and

4.3.1.5. The Contractor's obligation to submit requested scheduling information is a material term of its Contract. If the Contractor fails to submit requested scheduling information in writing within five (5) days of a request for such information from the Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to submit the requested information.

4.3.2. The Contractor shall perform the Work in accordance with the most recent Construction Schedule submitted to the Owner, provided that the Contractor shall comply with any orders under Section 4.3.3. However, preparation of such schedule shall not constitute a waiver of the Owner's rights under the Contract to have the Work completed by the Date for Substantial Completion.

4.3.3. If the Owner determines that the performance of the Work has not progressed so that it is likely that the Contractor will not achieve Substantial Completion of its Work by the Date for Substantial Completion, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the Work, including, without limitation: (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures ("Corrective Measures"). If the Owner orders the Contractor to take such corrective measures, the Contractor shall take and continue such Corrective Measures until the Owner is satisfied that the Contractor is likely to achieve Substantial Completion of its Work by its Date for Substantial Completion.

4.3.3.1. The Contractor shall not be entitled to adjustment in the Contract Sum in connection with the Corrective Measures required by the Owner pursuant to this Section 4.3.3, unless the Contractor is able to establish that it is entitled to additional compensation under the terms of the Contract Documents.

4.4. Delays and Accelerations.

4.4.1. Notice of Delays. Contractor will give Owner written notice of any delay affecting its Work in the form and with the information specified in the Contract Documents within forty-eight (48) hours of the commencement of the delay; provided that the 48-hour notice will be extended to ten (10) days for unusually severe weather conditions not reasonably anticipatable. The failure to give the required notice constitutes an irrevocable waiver of Contractor's right to seek an extension of time and/or additional compensation/damages for the delay.

4.4.2. Acceleration of the Work. Owner may require Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for

Substantial Completion. If Owner requires Contractor to accelerate its Work, Contractor will within five (5) days take the required action, and Owner thereafter will issue a Change Order increasing the Contract Sum to pay for Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Substantial Completion. If there is a dispute as to whether Contractor is entitled to a Change Order for accelerating its Work, Contractor must proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against Owner for its additional costs incurred in accelerating its Work. Contractor's additional costs for accelerating its Work will be determined in accordance with Section 4.4.3.

4.4.3. Compensation for Acceleration of the Work.

4.4.3.1. Owner's Obligation to Pay. When Owner initiates the acceleration of the Work, Owner will pay Contractor, as provided in Section 4.4.3.2, for Contractor accelerating its Work so that its Work is substantially complete by the Date for Substantial Completion. However, when Contractor's Work is ordered to be accelerated as a result of Contractor's own fault or the fault of its subcontractors or suppliers, Owner will not pay Contractor for such acceleration.

4.4.3.2. Compensation for Acceleration of the Work. To the extent that Owner requires Contractor to accelerate its Work so that the Work is in final form before the Date for Substantial Completion, Owner will pay Contractor for Contractor's reasonable additional costs of accelerating its Work, as determined in accordance with this section. The additional costs of accelerating the Work will be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision or general conditions required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, (d) to the extent Contractor can document lost productivity due to the acceleration, the cost associated with such lost productivity, and (e) overhead, including home office overhead, and profit equal to 10% of the total amount of the other items for which additional compensation is permitted under this section. The foregoing are the only additional compensation and/or damages Contractor will be entitled to receive for accelerating its Work so that it is complete before the Date for Substantial Completion. As a condition precedent to its recovery of additional compensation, Contractor must provide Owner with full information about the costs of accelerating its Work in the form and format requested by Owner.

5. CORRECTIVE ACTION.

5.1. If Owner determines that Contractor is in default by not cooperating or coordinating its Work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, CONTRACTOR MUST WITHIN TWO (2) BUSINESS DAYS AFTER NOTICE OF SUCH DETERMINATION, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY OWNER, (2) PROCEED TO CORRECT SUCH DEFICIENCIES WITHIN FIFTEEN (15) DAYS OF SUCH NOTICE OR, (3) IF OWNER INSTRUCTS CONTRACTOR TO TAKE URGENT CORRECTIVE ACTION TO PROTECT PERSONS OR PROPERTY, IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued without interruption and without waiting to initiate any dispute under this Agreement or the resolution of any dispute initiated under this Agreement. Failure to comply with this provision shall be an additional default.

6. COMPENSATION.

6.1. Contract Sum. The Contract Sum to be paid by Owner to Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations and responsibilities of Contractor under this Agreement and the other Contract Documents is \$ [REDACTED]. The Contract Sum includes the following:

6.1.1. Base Bid Amount: \$ [REDACTED] (Lump Sum Bid)

The Base Bid does not include any Unit Prices and that the Unit Prices will only be used if the Work included in the Unit Prices is required during the Project; and

6.1.2. Accepted Alternates, included in the Contract Sum (None if none listed):

None

6.1.3. Allowances included in the Contract Sum (None if none listed):

None

All Allowances shall be included in the schedule of values. With each Application for Payment, the Contractor shall include the balance of any Allowances and how the Allowances have been expended to date. The Contractor will obtain approval from the Owner prior to incurring any costs in excess of an Allowance; any approved cost in excess of an Allowance will be documented by a Change Order signed by both parties. Before final payment, an appropriate Change Order will be issued to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Work covered by Allowances. Remaining Allowances amounts not due to the Contractor on account of Work covered by the Allowances shall be retained by the Owner.

6.1.4. Unit Prices - If directed by the Design Professional, such Work will be paid for in accordance with the Unit Prices bid and identified below (None if not listed):

Item	Description	Unit	Price Per Unit
No. 1	Existing Parapet Wood Plate Replacement	Lin. Ft.	\$10.45
No. 2	Moisture Laden existing built-up roofing assembly removal and repair	Sq. Ft.	\$24.80

6.2. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against Contractor on account of the Work or the materials incorporated into the Work. Contractor is responsible to pay any such taxes.

6.3. The Contract Sum includes fees and costs for any required building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time negotiations are concluded. Contractor is responsible to secure any such permits, fees, licenses, and inspections.

6.4. Liquidated Damages.

6.4.1. Contractor must achieve Substantial Completion by the date stated in Section 4.1. By entering into this Agreement, Contractor agrees that the period for performing the Work is reasonable and that Contractor can achieve Substantial Completion by the date stated in this Agreement.

6.4.2. If Contractor does not achieve Substantial Completion of its Work on the Project by the Date for Substantial Completion stated in Section 4.1, Contractor shall pay the Owner (and the Owner may set off from sums coming due Contractor) liquidated damages in the per diem amount stated in the following chart for each calendar day beyond the Date for Substantial Completion, as may be modified in accordance with the Contract Documents, that the Contractor fails to achieve Substantial Completion.

Contract Sum Amount	Dollars Per Day
\$0.01 to \$50,000.00	\$100.00
\$50,000.01 to \$150,000.00	\$200.00
\$150,000.01 to \$500,000.00	\$300.00
\$500,000.01 to \$750,000.00	\$400.00
\$750,000.01 to \$1,000,000.00	\$500.00

\$1,000,000.01 to \$2,000,000.00

\$700.00

More than \$2,000,000.01

\$1,000.00

6.4.3. Contractor acknowledges by signing this Agreement with Owner that the amount of liquidated damages represent a reasonable estimate of the actual damages Owner would incur if the Work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. No waiver of consequential damages shall preclude the Owner from recovering liquidated damages.

6.4.4. Nothing in this Section 6.4 shall preclude the Owner from recovering its actual damages from the Contractor for third-party claims against the Owner or damages not associated with delay.

7. PAYMENT AND RETAINAGE.

7.1. Payment.

7.1.1. Applications for Payment. Payment applications shall be submitted on a monthly basis and shall reflect the amount of Work completed as of the date the application for payment is submitted consistent with the schedule of values. Payment applications must be received by the Owner not later than the fifteenth (15th) day of the month; payment applications received after the 15th day of the month will be deemed to be received in the following month and will be held for payment during the following payment period. With each application for payment the Contractor shall submit one copy of the following documentation:

- (a) Invoice for Work performed and materials and equipment provided for the previous pay period;
- (b) If required for the Project, the Certified Payroll Report for payment of prevailing wages (**Exhibit J**);
- (c) Lien waivers from itself and all subcontractors, suppliers, and any other party that performed Work or supplied materials for the Project in a form acceptable to the Owner for the Work performed during the current billing period (**Exhibits E through I**);
 - a. Exhibit E shall be submitted with each Application for Payment starting with the second Application for Payment;
 - b. Exhibits F and G shall be submitted with each Application for Payment; and,
 - c. Exhibits H and I shall be submitted with the Application for Final Payment.
- (d) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

7.1.2. Owner may withhold payment in whole or in part, and may demand that Contractor refund amounts previously paid, to protect Owner from loss because of:

- (a) Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Contract Time or Construction Schedule; and failure to follow the directions of or instructions from Owner;
- (b) Contractor's default or failure to perform any of its obligations under another contract that it has with Owner;
- (c) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed;
- (d) The Work has not proceeded to the extent set forth in the application for payment;
- (e) Any representations made by Contractor are untrue;
- (f) The failure of Contractor to make payments to its Subcontractors;

- (g) Damage to Owner's property or the property of another person or laborer;
- (h) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or
- (i) Liens filed or reasonable evidence indicating the probable filing of such liens.

7.1.3. Owner will pay Contractor within thirty (30) days after receipt of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. Amounts unpaid after thirty (30) days after Owner's receipt of the payment application shall bear interest at the rate of zero percent (0%).

7.2. Retainage.

7.2.1. Amount of Retainage.

7.2.1.1. Payments for Labor. Payments for labor incorporated into the Work will be at the rate of 92% of the amount set forth in Contractor's payment application and approved by Owner until the Work is 50% complete, unless the parties agree otherwise. When the Work is 50% complete, the payment for labor incorporated into the Work will be at the rate of 100% of the amount set forth in Contractor's payment application and approved by Owner.

7.2.1.2. Payments for Materials and Equipment. Payments for materials and equipment will be at the rate of 92% of the invoice cost of materials and equipment delivered to the Project site or other storage site approved by Owner. The balance of the invoice cost will be payable when the materials or equipment are incorporated into the Work. Incorporated into the Work means such materials and equipment are installed and conform to the requirements of the Contract Documents. When payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, Contractor shall be required to replace them at its expense.

7.2.2. Interest on Retainage.

7.2.2.1. Contractor agrees that Owner may hold retained amounts in the project construction fund and is not required to deposit the retained funds into a separate interest-bearing savings account. The balance of the retained funds, plus interest, will be paid to Contractor as its final payment for the Project, less any amounts needed to cover damages or costs incurred by Owner related to the Work.

7.2.2.2. In lieu of the provisions of Section 7.2.2.1, the Contractor may request to have the Owner instead deposit the retained funds, when the Work is 50% complete, into a separate escrow account governed by an escrow agreement, employing an escrow agent, by providing written notice to the Owner of the request prior to the submission of the first pay application. If the Contractor so requests, the Contractor will be responsible for all expenses associated with the escrow agent and escrow account beyond the interest income from the account, and the change and expense must be expressly documented in a change to the contract. If the Contractor does not request an escrow account prior to submission of the first pay application, the Contractor will be deemed to have waived its rights under ORC 153.63 to have the retained funds so deposited and governed by an escrow agreement.

7.2.3. Documentation. Upon request, Contractor immediately will supply Owner with requested information so as to verify the amounts due to Contractor, including but not limited to original invoices for materials and equipment and documents showing that Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

7.3. Final Payment.

7.3.1. The final application for payment shall be itemized and submitted after completion of the Work specified for the Project. Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to Owner.

- (a) All items required in Section 7.1.1;

- (b) Contractor's Certificate of Insurance;
- (c) Contractor's Workers' Compensation Certificate;
- (d) Consent of Contractor's Surety to Payment;
- (e) An assignment to Owner of all warranties obtained or obtainable by Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to Owner; and
- (f) Such other documentation as required by the Contract Documents, Owner, or applicable law, including but not limited to, the final certified payroll report and required Affidavit of Compliance if Prevailing Wages are required for the Project.

7.3.2. The making of Final Payment by Owner does not constitute a waiver of Claims by Owner for the following:

- (a) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled;
- (b) Failure of the Work to comply with the requirements of the Contract Documents;
- (c) Terms of warranties required by the Contract Documents;
- (d) Claims for Indemnification;
- (e) Claims about which Owner has given Contractor notice; or
- (f) Claims arising after Final Payment.

8. CHANGES IN THE WORK.

8.1. Change Orders.

8.1.1. A Change Order is a written instrument signed by Owner and Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Contract Time, if any.

8.1.2. All Change Orders shall be submitted with any supporting documentation requested by the Owner in advance of the performance of the Work that is the subject of the Change Order and must be approved by the Owner in writing in advance of the performance of the Work that is the subject of the Change Order.

8.1.3. The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but limited to all direct, indirect, and cumulative costs that include reasonable overhead and profit associated with such change and any and all adjustments to the Contract Sum and in the Contract Time. Total cumulative overhead and profit for Contractor and all Subcontractors on any add or deduct Change Order shall not exceed 15% of the total cost of labor and material. The Contractor shall not proceed with any change in the Work without a signed Change Order. The Contractor's failure to timely seek and obtain such authorization as specified herein, shall constitute an irrevocable waiver by the Contractor of an adjustment to the Contract Sum or the Contract Time for the related work.

8.2. Construction Change Directives.

8.2.1. A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

8.2.2. A Construction Change Directive shall be used in the absence of total agreement of a Change Order.

8.2.3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

8.2.4. When the Owner and Contractor agree with adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately, and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

8.2.5. If the Contractor disagrees with the adjustment in the Contract Time or the Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 9.

9. CLAIMS AND DISPUTES.

9.1. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that Owner's decision to adjust or withhold payment under Section 7.1.2 will not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. Contractor will not knowingly (as "knowingly" is defined in the federal False Claims Act, 31 U.S.C. Section 3729, *et seq.*) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, Contractor must submit a properly completed Statement of Claim Form (**Exhibit C**).

9.2. Subject to the requirements of Article 9, if Contractor wishes to make a Claim for an increase in the Contract Sum, written notice must be given before proceeding to execute the Work.

9.3. Subject to the requirements of Article 9, if Contractor wishes to make a Claim for additional time, the required written notice must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim must be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

9.3.1. The delays for which the Contractor is entitled to additional time are "Excusable Delays." The only Excusable Delays are those delays on the critical path which the Contractor establishes were: (a) caused by the Owner or those in privity of contract with the Owner, (b) physical damage to the Project over which the Contractor has no control, (c) labor disputes beyond the control of the Contractor, (d) work days lost due to weather conditions as provided under Section 4.4.1, (e) concealed or unknown conditions under Section 9.4, and (f) other unforeseeable delays beyond the control of the Contractor and its subcontractors and suppliers of any tier. The delays for which the Contractor is entitled to additional time and money are "Compensable Delays." The only Compensable Delays are those Excusable Delays which the Contractor establishes were proximately caused by an improper action or failure to act by the Owner. Owner, in its sole and reasonable discretion, shall determine whether a delay entitles Contractor to time extension or additional compensation.

9.4. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Owner and the Design Professional, if any, promptly before conditions are disturbed and in no event later than forty-eight (48) hours after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Owner will issue an appropriate Change Order.

9.5. Contractor must make all claims by submitting a properly completed Statement of Claim Form (**Exhibit C**) per Article 9 within seven (7) days after the occurrence of the event giving rise to the Claim. Proper notice of delay as required under Section 4.4.1 is a condition precedent to entitlement of a Claim. Failure to do so results in an irrevocable waiver of the Claim.

9.6. Within ten (10) days of its receipt of a written request, Contractor must make available to Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and must require its Subcontractors, regardless of tier, and materialmen to do likewise.

9.7. If a Contractor's Claim has not been resolved at the time of Substantial Completion, the Contractor's exclusive remedy is to file suit in the Common Pleas Court for the county in which the Project is located within 90 days of Substantial Completion, unless the parties otherwise agree in writing, else such Claim is waived. Each party waives its right to remove any such suit to federal court.

9.8. Unless otherwise agreed in writing, Contractor shall continue its Work on the Project and shall maintain progress during any mediation, arbitration, or litigation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with this Agreement, however, the Owner shall be under no obligation to make payments on or against any claim or amounts in dispute during the pendency of any mediation, arbitration, or litigation proceeding to resolve those claims or amounts in dispute.

9.9. Waiver of Claims for Consequential Damages. The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to the Owner's termination of the Agreement in accordance with this Agreement.

10. DEFAULT OF CONTRACTOR.

10.1. Events of Default. Each of the following constitutes an event of default of Contractor:

10.1.1. Contractor's failure to perform any of its obligations under the Contract Documents or failure to proceed to commence to correct such failure in accordance with Section 5.1.

10.1.2. Contractor's failure to pay its obligations incurred in connection with this Agreement as they become due or Contractor's insolvency.

10.2. Owner's Remedies. Upon the occurrence of an event of default, Owner has the following remedies, which are cumulative:

10.2.1. Order Contractor to stop the Work, which Contractor must do immediately;

10.2.2. To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to Contractor;

10.2.3. To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by Contractor, all of which Contractor hereby transfers and assigns to Owner for such purpose, and to employ any person or persons to complete the Work, including Contractor's employees, and Contractor will not be entitled to receive any further payment until the Work is completed;

10.2.4. To accept assignment of Contractor's subcontracts for the Project, pursuant to any prior rights of the surety, if any, and, at the Owners' sole discretion, to further assign the subcontracts to a successor contractor or other entity provided that (i) the Owner terminates this Agreement for cause, and (ii) provides written notice of such assignment to both Contractor and Subcontractor; and/or,

10.2.5. All other remedies that Owner may have at law or in equity or otherwise under the Contract Documents.

10.3. Termination of Agreement. The termination of this Agreement will be without prejudice to Owner's rights and remedies, including without limitation Owner's right to be indemnified by Contractor.

10.4. Payments Due Contractor. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses, or damages incurred by Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of Owner's staff, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor is responsible to pay the difference to Owner. The obligations under this section will survive termination of this Agreement.

11. DEFAULT OF OWNER.

11.1.1. Events of Default. The following constitutes the exclusive events of default of Owner:

11.1.1.1. Failure of Owner to perform any express material obligation under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from Contractor specifying the default and the necessary corrective action.

11.2. Contractor's Remedy.

11.2.1. Contractor's sole and exclusive remedy for the default of Owner shall be to follow the procedure set forth in Article 9.

11.2.2. Notwithstanding Section 11.2.1, if Owner fails to pay Contractor undisputed amounts as payment becomes due, Contractor may, upon fifteen (15) days written notice, stop the Work until payment of the undisputed amount owing has been received.

12. SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF OWNER.

12.1. Suspension for the Convenience of Owner.

12.1.1. Owner may, without cause, order Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as Owner may determine.

12.1.2. An equitable adjustment will be made for increases in the Contract Time and cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed ten percent (10%) of the amount of the increased cost not attributable to profit or overhead. No adjustment will be made to the extent that:

- (a) performance is, was or would have been so suspended, delayed, or interrupted by another cause for which Contractor is responsible; or
- (b) an equitable adjustment is made or denied under another provision of this Agreement for a concurrent event.

12.2. Termination for the Convenience of Owner.

12.2.1. Owner may, in its discretion and without cause, upon three (3) business days' written notice to Contractor terminate this Agreement for Owner's convenience.

12.2.2. Upon receipt of a written notice from Owner terminating this Agreement for the Owner's convenience and without cause, the Contractor will (i) immediately cease performing any or all portions of the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, (ii) immediately take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by Owner, terminate or assign all agreements with Subcontractors and suppliers.

12.2.3. If this Agreement is terminated for the Owner's convenience and there exists no event of Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive payment (i) for Work properly executed up to the date the notice of termination is received by Contractor, including overhead and profit up to the date of termination, and (ii) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders.

12.2.4. If this Agreement is terminated for the Owner's convenience and there exists an event of Contractor's default, as defined in this Agreement, Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

12.2.5. The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

13. INSURANCE, INDEMNIFICATION, AND BOND.

13.1. Contractor must maintain commercial general liability insurance in the minimum amount of \$1,000,000.00 per incident and \$2,000,000.00 aggregate, worker's compensation coverage as required by the Ohio Revised

Code, automobile liability coverage in the minimum amount of \$1,000,000.00 per accident and \$2,000,000 aggregate, and an umbrella policy in the minimum amount of \$5,000,000.00, unless Owner approves other coverage limits in writing. Excess or umbrella coverage may be used to meet these levels of insurance. The Owner and VPL Architects, Inc. shall be named as an additional insured on the Contractor's insurance policies. The Contractor shall provide a certificate of insurance showing the required coverages, with the Owner named as a certificate holder and as an additional insured; Contractor also agrees to provide Owner with at least thirty (30) days' notice prior to any changes in coverage of the required insurance. The Contractor shall maintain all such coverage for a period of 3 years after the Date for Final Completion.

13.1.1. The Contractor shall maintain Contractors Errors & Omissions Liability Insurance insuring against errors and omissions arising from the Work if the Work involves any construction management or the preparation of plans and drawings, with limits of not less than \$1,000,000.00 per claim. Such policy shall not contain any exclusions directed toward any types of materials, services or processes involved in the Work. The retroactive date for coverage will be no later than the commencement date of design and will state that in the event of cancellation or nonrenewal the discovery period for insurance claims will be at least three (3) years or otherwise as by written agreement with the Owner.

13.2. Insurance furnished by the Owner, if any, is not intended to and does not cover equipment and materials before they are physically incorporated into the Work or tools. Contractor bears the entire risk of loss with respect to tools, equipment, and materials. Contractor is responsible for damages to Owner's property and to adjacent property caused by or related to the Work or actions by Contractor's employees or those of its subcontractors.

13.3. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 7.3 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 13.3 to be covered, whichever is later. The insurance shall include interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Project.

13.4. Owner and Contractor waive all rights, including all rights of subrogation, against each other and against Subcontractors, Sub-subcontractors, consultants, agents, and employees of the other for damages during construction, but only to the extent covered by (and not prohibited by) any applicable property insurance or builder's risk insurance, except such rights as they may have to the proceeds of such insurances.

13.5. To the maximum extent permitted by law, Contractor shall indemnify and hold harmless Owner and Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the Work, including but not limited to the failure of Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. Owner may withhold amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due Contractor under the Contract Documents.

13.6. In claims against any person or entity indemnified under this Contract by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Contract shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable for Contractor or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts. Contractor expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement.

13.7. Contract Bond.

13.7.1. The Contractor shall provide a contract bond to guaranty payment and performance of the Work, as required by Ohio law. When the Contractor delivers the executed counterparts of the Agreement to the Owner, the Contractor shall deliver such bond to the Owner, along with other documents as may be required.

13.7.1.1. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the Agreement or Ohio law, the Contractor shall promptly notify the Owner and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of the Contract Documents and Ohio law.

13.7.2. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

13.7.3. Material Default or Termination. If the Owner notifies the Contractor's surety that the Contractor is in material default or terminates the Contract, the surety will promptly and within twenty-one (21) days investigate the claimed material default or termination. If the Owner gives a notice of material default and then terminates the Contract, the surety shall complete its investigation within twenty-one (21) days of the notice of material default. As part of such investigation, the surety shall visit the offices of the Contractor and Owner to review the available project records. If the surety proposes to take over the Work, the surety shall do so no later than the expiration of the twenty-one (21) day period or ten (10) days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Work, and the surety proposed to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents, including meeting all of the requirements of the Contract Documents. If the Contractor is terminated, the replacement contractor shall not be the Contractor. The surety will provide the Owner with the results of its investigation, including any written report or documents. This Section 13.7.3 is in addition to the Owner's rights under this Agreement to terminate the Contractor for cause and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

14. WARRANTIES. In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, Contractor warrants and guarantees that:

- (a) Owner will have good title to the Work and all materials and equipment incorporated into the Work will be new;
- (b) The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- (c) The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- (d) The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- (e) The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all resulting damage within two (2) business days after written notice from the Owner. Contractor shall correct such breach and damage to the satisfaction of Owner within fifteen (15) days of such notice except when an extension of time is granted in writing by Owner; provided that if such notice is given after final payment hereunder, such 2-day period will be extended to seven (7) days and such 15-day period shall be extended to thirty (30) days. If Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, Owner, upon written notice to Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. Contractor upon written notice from Owner shall pay Owner, within ten (10) days after the date of such notice, all of Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation Owner's administrative, legal, design, and consulting expenses. The foregoing warranties and obligations of Contractor will survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the Owner any amounts due under this Article 14, Contractor will pay

Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

15. GENERAL.

15.1. Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of Owner shall require the signature of Owner pursuant to a specific resolution of Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

15.2. Assignment. Contractor may not assign this Agreement without the written consent of Owner, which Owner may withhold in its sole discretion.

15.3. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Contractor.

15.4. Law and Jurisdiction. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court for the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. Each party waives its right to remove any such suit to federal court.

15.5. Statute of Limitations. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by Owner will not commence until the discovery of such defective or non-conforming Work by Owner.

15.6. Notices. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served; forwarded by expedited messenger service; sent by facsimile transmission; sent by electronic mail with delivery confirmation; or be given by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party at the address set forth at the beginning of this Agreement. Any party may change its address by giving written notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by electronic mail or facsimile transmission, upon the expiration of 24 hours after the transmission is sent.

15.7. Construction. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

15.8. Approvals. Except as expressly provided herein, the approvals and determinations of Owner will be subject to the sole discretion of Owner and will be valid and binding on Contractor, provided only that they be made in good faith, *i.e.*, honestly. If Contractor challenges any such approval or determination, Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.

15.9. Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

15.10. Compliance with Laws and Regulations. Contractor, at its expense, must comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to ORC Chapter 4115 regarding prevailing wage rates, if applicable.

15.11. Project Safety. Contractor must follow all applicable safety and health regulations during the progress of the Project and monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this section, Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of Contractor.

15.12. Equal Opportunity. Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not, discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is responsible to ensure that each of its Subcontractors, regardless of tier, states in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin. No Findings for Recovery.

15.13. No Findings for Recovery. The Contractor represents that the Contractor is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Contractor has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section. If this representation and warranty is found to be false, the Contract is void, and Contractor will immediately repay Owner any funds paid to Contractor under this Contract.

15.14. Non-Discrimination. Contractor agrees:

- (a) That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- (b) That neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
- (c) That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- (d) That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

15.15. Use of Owner's Facilities. Contractor will ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of Owner:

- (a) use Owner's facilities including but not limited to, common areas, rest rooms, or phones;
- (b) use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by Owner;
- (c) use any radios, tape or compact disc players, or sound amplification equipment; and
- (d) interact in any manner with building occupants, except where necessary to preserve the safety of building occupants.

Contractor must conspicuously post notice of the prohibitions listed in this section at the Project site in the same location as OSHA notices are required to be posted and shall verbally inform all of Contractor's employees, and the employees of Contractor's Subcontractors and materialmen, regardless of tier, of such prohibitions. The notice must be in a form acceptable to Owner.

15.16. Entire Agreement. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

15.17. Attachments. Attachments to this Agreement include:

Exhibit A: Contract Bond

Exhibit B: Sales and Use Tax Construction Contract Exemption Certificate

Exhibit C: Statement of Claim Form

Exhibit D: Certificate of Substantial Completion

Exhibit E: Contractor's Affidavit of Payment or Amounts Withheld;

Exhibit F: Contractor Waiver and Release Affidavit

Exhibit G: Subcontractors/ Suppliers Waiver and Release Affidavit

Exhibit H: Contractor's Final Lien Waiver and Release Affidavit

Exhibit I: Subcontractors/ Suppliers Final Lien Waiver and Release Affidavit

Exhibit J: Prevailing Wage Rates

However, in the event of an inconsistency, the provisions of this Agreement control over any proposal, document, or other attachment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives.

Owner:
Fairfield County Board of Commissioners

Contractor:

Signature

Signature

By: _____
Printed Name and Title

By: _____
Printed Name and Title

Date: _____

Date: _____

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

The undersigned, Fiscal Officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

Fiscal Officer

**BID GUARANTY AND
CONTRACT BOND**
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____, ("Contractor") as principal and _____
_____ as surety are hereby held and firmly bound unto the Board of
Commissioners for Fairfield County, Ohio, as obligee in the penal sum of the dollar amount of the bid
submitted by the principal to the obligee on _____, 202____, to undertake the construction of
the Office Facility Alterations and a New Maintenance Building Project (the "Project"). The penal sum
referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive
or deductive Alternates made by the principal on the date referred to above to the obligee, which are
accepted by the obligee. In no case shall the penal sum exceed the amount of _____
_____ Dollars (\$_____). (If the foregoing blank is not filled in, the penal sum will be the
full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount
stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A
percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has
submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a
proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the
event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof
between the amount specified in the bid and such larger amount for which the obligee may in good faith
contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does
not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to
the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount
specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents,
required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this
obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid
of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper
contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract
is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said
principal to be done and performed according to the terms of said contract; and shall pay all lawful claims
of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying
forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall
be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then
this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall
indemnify the obligee against all damage suffered by failure of the principal to perform the contract
according to its provisions and in accordance with the plans, details, specifications, and bills of material
therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or
material furnished in carrying forward, performing, or completing the contract and surety further agrees and
assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just
claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for
any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 202_.

PRINCIPAL

By: _____

Printed Name & Title: _____

SURETY

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

AIA Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.

CONTRACT BOND
(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor"), as principal, and _____, as surety, are hereby held and firmly bound unto the Board of Commissioners for Fairfield County, Ohio ("Owner") as obligee, in the penal sum of _____ Dollars (\$_____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20____, enter into a contract with the Owner for construction of the Office Facility Alterations and a New Maintenance Building Project (the ("Project")), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 202__.

(PRINCIPAL)

By: _____

Printed Name & Title: _____

(SURETY)

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name Fairfield County Board of Commissioners

Exact location of job/project Fairfield County Board of Developmental Disabilities, 795 College Avenue, Lancaster, OH 43130

Name of job/project as it appears on contract documentation Office Facility Alterations and a New Maintenance Building Project

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input checked="" type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input checked="" type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/>	A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	A house of public worship or religious education;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;		

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

Subcontractor

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date 06/27/2023

Owner/Contractee

Name Fairfield County Board of Commissioners

Signed by _____

Title _____

Street address 201 E. Main Street, #301

City, state, ZIP code Lancaster, Ohio 43130

Date _____

Political Subdivision

Name Fairfield County Board of Commissioners

Signed by _____

Title _____

Street address 201 E. Main Street, #301

City, state, ZIP code Lancaster, Ohio 43130

Date _____

STATEMENT OF CLAIM FORM**Claim No. ____ for Contractor**

1. Name of Contractor: _____

2. Date written claim given: _____.

3. Contractor's representative to contact regarding the claim:

Name: _____ Title: _____

Telephone No. _____ (office) FAX No. _____

E-mail: _____

4. General description of claim:

5. Contract Documents. If the claim is based upon any part or provision in the Contract Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Contractor Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:

6. Delay claims:

6.1 Date delay commenced: _____

6.2 Duration or expected duration of the delay, if known: _____

6.3 Apparent cause of the delay and part of critical path affected:

6.4 Expected impact of the delay and recommendations for minimizing such impact:

7. Additional compensation. Set forth in detail all additional compensation to which the Contractor believes it is entitled with respect to this claim:

8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: _____

By: _____

Name and Title: _____

Date: _____

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

_____ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

Sworn to before me a notary public by _____ on _____, 20____. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND DESIGN PROFESSIONAL.

INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Design Professional that the Contractor will be making a Claim and most often is incomplete.
2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.
3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.
4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.
5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.
7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.
8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:

Contract For:

Office Facility Alterations and a New
Maintenance Building Project

General Contract

OWNER:

CONTRACTOR: [insert name and address]

Fairfield County Board of Commissioners

The Design Professional hereby certifies that the Date for Substantial Completion of the Contractor's Work as set forth in the Owner-Contractor Agreement is:

(Insert Date for Substantial Completion of the Work)

The Design Professional hereby certifies that the Date for Substantial Completion in the Contractor's Agreement with the Owner (the "Agreement"), as extended by Change Orders and Claims submitted by the Contractor that have been Finally Resolved, as defined below, is:

1. Date for Substantial Completion in the Agreement (above):
2. Additional days added to Date for Substantial Completion by Change Order:
3. Additional days added by Claims that have been Finally Resolved:
4. Date for Substantial Completion in the Contract Adjusted by days under No. 2 and No. 3

"Finally Resolved" means that the Design Professional has made a decision (or declined to make a decision) on the Claim under the General Conditions and that any litigation regarding the Claim has been concluded.

The Design Professional certifies that the Contractor's Work to the best of the Design Professional's knowledge, information, and belief was Substantially Complete, as Substantial Completion is defined in the Contract Documents, on .

The Design Professional hereby certifies that the difference between (a) the Date for Substantial Completion adjusted by the days under No. 2 and No. 3 above and (b) the date the Contractor's Work was Substantially Complete is days.

NOTICES OF DELAY. The Design Professional hereby certifies that all "NOTICES OF DELAY" submitted by the Contractor and described in the General Conditions are attached to this Certificate. This certification is solely for the purpose of identifying all "NOTICES OF DELAY" submitted by the Contractor and is not intended to imply that any of these NOTICES OF DELAY were properly submitted in accordance with Contract Documents or are valid.

STATEMENT OF CLAIM FORMS. The Design Professional hereby certifies that all Statement of Claim Forms described in the General Conditions and submitted by the Contractor are attached to this Certificate. This certification is solely for the purpose of identifying all Statement of Claim Forms submitted by the

Contractor and is not intended to imply that any of these Statement of Claim Forms were properly submitted in accordance with Contract Documents or are valid.

PUNCHLIST ITEMS. A list of items to be completed by the Contractor is attached to this Certificate. The failure to include items on this list does not change the responsibility of the Contractor to complete its Work in accordance with the Contract Documents. The Contractor shall complete all items on the Punchlist in accordance with the Contract Documents.

Security, maintenance, utilities, damage to the Work and insurance are the responsibility of the Owner and the Contractor based on their operations pursuant to final completion of the Work.

Copies of this Certificate were provided to the Contractor and the Owner on [REDACTED]

Signature: _____

Date: [REDACTED]

**CONTRACTOR'S AFFIDAVIT AND CERTIFICATION WITH LIST OF SUBCONTRACTORS
AND SUPPLIERS WITH ANY AMOUNTS WITHHELD**

PROJECT:
Office Facility Alterations and a New Maintenance
Building Project

CONTRACTOR:

In Support of PAYMENT APPLICATION No.: _____

For the Period Through: _____

STATE OF _____ :
: SS,
COUNTY OF _____ :

The undersigned after first being sworn swears that a) all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment; b) set forth below is a complete list of its Subcontractors and Suppliers; and c) set forth below is a complete description of all amounts withheld from any Subcontractor or Supplier and the reason why. Attach additional sheets if necessary.

Typed or Printed Name of Subcontractor or Supplier	Address of Subcontractor or Supplier	Telephone Number of Subcontractor or Supplier

CONTRACTOR'S AFFIDAVIT WITH LIST OF SUBCONTRACTORS AND SUPPLIERS WITH ANY AMOUNTS WITHHELD

CAC-1

08/27/2023

[illegible]

WITHHOLDINGS FROM SUBCONTRACTORS AND/OR SUPPLIERS:

Typed or Printed Name of Subcontractor or Supplier	Amount Withheld	Reason for Withholding

Moreover, Contractor certifies that, except for as set forth immediately above, Contractor has paid all of its subcontractors and suppliers who were due to be paid with the proceeds of the prior Application for Payment and Contractor acknowledges that Owner is relying upon such certification when paying Contractor the amount asked for in the payment application that this Affidavit and Certification supports.

CONTRACTOR: [insert name]

BY: _____

(Signature of authorized representative)

NOTARY PUBLIC

Subscribed and sworn to before me on this date by _____ on behalf of _____.
The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Signature of Notary Public

Notary Public: _____

My Commission Expires: _____

**CONTRACTOR'S WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: Office Facility Alterations and a New Maintenance Building Project

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the Fairfield County Board of Commissioners (the "Owner") with which it has a contract for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the last Application for Payment to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the Owner, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the Owner, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____
day of _____. The notarial
act certified hereby is a jurat. An oath or affirmation was
administered to the signer with regard to the notarial act
certified to hereby.

Notary Public: _____

My Commission Expires: _____

**SUBCONTRACTORS, SUPPLIERS
WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: Office Facility Alterations and a New Maintenance Building Project

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the Contractor ("Contractor") with which it has a contract.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the Contractor's last Application for Payment and to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the Contractor, the Contractor's surety, and/or the Fairfield County Board of Commissioners (the "Owner"), for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Owner. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors and suppliers through the date of the Contractor's last Application for Payment who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the Contractor, the Contractor's surety, and/or the Owner, except for any Claims made by properly and timely submitting a Statement of Claim form a copy of which has been delivered to the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

The undersigned agrees that upon receipt of the payment from the Contractor with respect to the Contractor's current Application for Payment, it shall, if applicable, immediately execute and cause to be filed or recorded a legally effective Satisfaction of Lien, Release of Lien, or any other legal instrument necessary to cause prejudicial dismissal and release of any lien, encumbrance, lawsuit, or other claim against the Contractor, the Contractor's surety and the Owner, the property where the Project is located, and/or any surety bond posted by the Contractor or the Owner to the extent of the foresaid payment. Upon request of the Contractor, the undersigned shall provide proof of having complied with this obligation.

This Affidavit is for the benefit of, and may be relied upon by, the Contractor, the Contractor's surety and the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, its Work, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit and from any liability, cost, or expense incurred as a result of any breach of this Affidavit by the undersigned.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____
day of _____. The notarial
act certified hereby is a jurat. An oath or affirmation was
administered to the signer with regard to the notarial act
certified to hereby.

Notary Public: _____

My Commission Expires: _____

**CONTRACTOR'S FINAL WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: Office Facility Alterations and a New Maintenance Building Project

In consideration for payment received from the Fairfield County Board of Commissioners (the "Owner") in the amount requested in Contractor's Final Application for Payment to the Owner, the receipt of which is hereby acknowledged, the undersigned Contractor hereby waives and releases any rights it has or may have to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the Owner, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the Owner, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____
day of _____. The notarial
act certified hereby is a jurat. An oath or affirmation was
administered to the signer with regard to the notarial act
certified to hereby.

Notary Public: _____

My Commission Expires: _____

**SUBCONTRACTORS, SUPPLIERS
FINAL WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: Office Facility Alterations and a New Maintenance Building Project

Upon receipt of payment in the amount of \$ [redacted] received from [redacted] ("Prime Contractor") the undersigned Subcontractor or Supplier waives and relinquishes all rights of lien or claim that it may have either in law or equity (including but not limited to rights under Ohio Mechanics' Lien Laws, O.R.C. 1311.01 *et seq.*) with respect to the construction project known as Office Facility Alterations and a New Maintenance Building Project ("the Project"), for all labor, all equipment, and/or materials provided to or on behalf of the Project throughout its entirety, except for claims previously made pursuant to the agreement in place between Subcontractor or Supplier and Prime Contractor, and any lien previously perfected and remaining unreleased.

The undersigned Subcontractor or Supplier acknowledges and agrees that such payment represents final payment in full for all such labor, equipment and/or materials including retainage, if any, and that the Subcontractor or Supplier has completed its work on the Project. The undersigned Subcontractor or Supplier certifies that all amounts have been paid by the Subcontractor or Supplier for all work or materials furnished by others to the Subcontractor or Supplier for which the Subcontractor or Supplier has received previous payments from Prime Contractor, and Subcontractor or Supplier acknowledges that Prime Contractor is now making payment to the Subcontractor or Supplier in reliance upon such certification. The undersigned Subcontractor or Supplier further certifies that it will pay all amounts lawfully owing for all work or materials furnished by others to the Subcontractor or Supplier with the payment received from Contractor referenced herein.

This Affidavit is for the benefit of, and may be relied upon by, the Contractor, the Contractor's surety and the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, its Work, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit and from any liability, cost, or expense incurred as a result of any breach of this Affidavit by the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this Affidavit to be executed by its authorized representative as of the date indicated below.

THE INDIVIDUAL SIGNING THIS AFFIDAVIT REPRESENTS THAT HE/SHE IS AUTHORIZED TO DO SO.

SUBCONTRACTOR OR SUPPLIER:

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____
day of _____. The notarial
act certified hereby is a jurat. An oath or affirmation was
administered to the signer with regard to the notarial act
certified to hereby.

Notary Public: _____

My Commission Expires: _____

**GUIDANCE FOR COMPLETION THE
NOTICE OF COMMENCEMENT FOR A
PUBLIC CONSTRUCTION PROJECT**

Do not distribute this guidance document with the NOC

This is the form completed once the construction contract is awarded and executed, before construction work begins. The original Notice of Commencement should be kept in your file. Most of the contractor, surety, and surety agent information will be included on the Contract Bond and other submittal documents.

Here are some reminders relating to the Notice of Commencement (“NOC”):

1. Every owner is required to prepare a NOC for a construction project, no matter the size.
2. The Fiscal Officer or other person in charge of a project generally signs the NOC. The signature must be notarized.
3. On public projects, the NOC is **not** required to be recorded with the County Recorder's Office. You may receive requests for a copy of the recorded NOC, but this is simply a request from contractors and subcontractors who are using a service and/or forms that do not distinguish between public and private project requirements. Remember that a mechanic's lien or claim on a public construction project is not a lien against the real property on which the project is located; it is a claim against the balance of the Principal Contractor's contract.
4. The NOC does not have to be served on anyone. However, you must provide a copy to anyone who requests it. **Do not include this guidance document when you provide a copy of the NOC.** Keep a record of requests and responses. The general contractor, CMR, or DB (the “Principal Contractor”) has a similar obligation to provide a copy of the NOC to any of its subcontractors and material suppliers, if requested. The request may also include a request for a copy of the Principal Contractor's bond(s). You may wish to coordinate with the Design Professional to respond to requests for the NOC, if applicable.
5. There is no timeline defined in the Revised Code for providing the requested NOC. However, providing a copy within 10 days is reasonable (and matches the time defined for private construction projects).
6. The NOC is **not** required to be posted at the project.
7. A Notice of Furnishing (“NOF”) may be sent to you by subcontractors and material suppliers to the Principal Contractor. Keep these with the NOC or the individual contractor's contract. The NOF can be important if an affidavit of claim or mechanic's lien is alleged later. Read the NOF to see if the company sending it is also requesting a copy of the NOC and/or a copy of the Principal Contractor's bond. It is easy to overlook, and we have found that requests often include a request for one of these items. Subcontractors and material suppliers with a contract directly with the Principal Contractor are not required to furnish a NOF; however, you may receive them from direct subcontractors and material suppliers. Subcontractors and material suppliers with contracts with a subcontract to the Principal Contractor are required to serve a NOF on the Principal Contractor to let the contractor know that they are involved with the project. The Owner is often copied on these transmittals.
8. If you receive an Affidavit of Claim or a Mechanic's Lien Affidavit, a copy must be sent to the Principal Contractor within 5 days of receipt. The Principal Contractor is being notified of the alleged claim and given 20 days to dispute the claim/lien. By statute this must be done, even if the Principal Contractor is also copied on the initial notice to you.
9. If you receive an Affidavit of Claim, you are required to set aside the amount of the claim from funds currently due the Principal Contractor and place it in an escrow account (or interest-bearing savings account) until resolution of the dispute. If the funds are not placed in an escrow account, you may have to pay a higher rate of interest or you may have to pay twice. We can assist you in determining the appropriate amount to set aside and the timing for deposit of the funds into the separate account. For example, if the claim is for \$100,000 and the balance to be paid on the contract is only \$50,000, you are only obligated to withhold the \$50,000 remaining to be paid on the contract.
10. If contracts are awarded for future phases of the same project, you can deal with this by either simply adding the required information for each contractor to the list attached to the Notice or prepare a new Notice of Commencement.

**NOTICE OF COMMENCEMENT
FOR PUBLIC IMPROVEMENT
(Ohio Revised Code § 1311.252)**

State of Ohio,
County of Fairfield; ss:

[NAME] the **[TITLE]** for Fairfield County Board of Commissioners being first duly sworn, gives the following information with respect to the public improvement described herein:

1. The name of the public improvement is the Office Facility Alterations and a New Maintenance Building Project (the "Project").
2. The Project is located at Fairfield County Board of Developmental Disabilities, 795 College Avenue, Lancaster, Ohio 43130.
3. The name and address of the public authority are:

Fairfield County Board of Commissioners
210 E. Main Street, #301
Lancaster, Ohio 43130

4. The name and address of the Principal Contractor working on the Project is:

[REDACTED]
[REDACTED]
[REDACTED]

Point of Contact: **[REDACTED]**

5. The name and address of the surety or sureties, guaranteeing payment of the obligation of the Principal Contractor are as follows:

Surety:

[REDACTED]
[REDACTED]
[REDACTED]

Surety Agent:

[REDACTED]
[REDACTED]
[REDACTED]

6. The date the public authority first executed a contract with a principal contractor for the public improvement was **[REDACTED]**, 202**[REDACTED]**.
7. The following representative of the public authority should be served with a lien affidavit:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

with a copy to:

Mark Evans
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

The foregoing is true and accurate to the best of my knowledge and the information available to me.

signature

NOTICE OF COMMENCEMENT

NOC-1

printed name

Subscribed and sworn to before me a notary public this ____ day of _____, 202_, by _____, the _____ for _____. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

My Commission Expires:

Notary Public

Date: _____

SENT BY REGULAR U.S. MAIL

Surety: [Name] _____

[Address] _____

Surety's Agent: [Name - Include name of individual who signed bond] _____

[Address] _____

Re: Notice of Award of Contract from the Fairfield County Board of
Commissioners for the Office Facility Alterations and a New
Maintenance Building Project

To Whom It May Concern:

You are notified that your principal, [Contractor Company Name], has been awarded a contract for construction of the Office Facility Alterations and a New Maintenance Building Project in the amount of \$[Contract Sum] by the Fairfield County Board of Commissioners. If the Contract Sum increases at any time, the penal sum of the surety bond shall be increased to equal one hundred percent of the Contract Sum. The Project Owner reserves the right to reject any and all proposals or bids until the contract is signed by Owner.

Thank you,

[Representative of Owner Printed
Name], [Title]

NOTICE TO SURETY AND TO SURETY'S AGENT

**BID GUARANTY AND
CONTRACT BOND**
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Setterlin Building Company ("Contractor") as principal and Ohio Farmers Insurance Company as surety are hereby held and firmly bound unto the Board of Commissioners for Fairfield County, Ohio, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on May 5, 2023, to undertake the construction of the Office Facility Alterations and a New Maintenance Building Project (the "Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ Dollars (\$_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 5th day of May, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this 5th day of May, 2023.

Setterlin Building Company

PRINCIPAL

By: 

Printed Name & Title: Mark Setterlin

Ohio Farmers Insurance Company

SURETY

By: 

Printed Name & Title: Peyton Janlin

Attorney-In-Fact

Surety's Address: P.O. Box 5001

Westfield Center, OH 44251-5001

Surety's Telephone Number: 800-243-0210

Surety's Fax Number: 614-436-7549

Overmyer Hall Associates

SURETY'S AGENT

Surety's Agent's Address: 1600 West Lane Avenue, Suite 200

Columbus, OH 43221

Surety's Agent's Telephone Number: 614-453-4400

Surety's Agent's Fax Number: 614-326-0132

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3406282 10

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY R. OVERMYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, BRIAN MOZENA, PEYTON JANLIN, JOINTLY OR SEVERALLY

of COLUMBUS and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

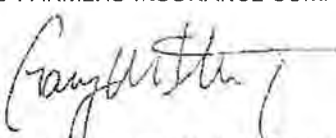
"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JUNE A.D. 2022

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By 
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss

On this 02nd day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order

Notarial
Seal
Affixed






David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of May A.D. 2023




Frank A. Carrino, Secretary

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2022

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

12/31/22

(in thousands)

Assets	
Cash, cash equivalents, and short term investments	85.650
Bonds	474.956
Stocks	81.433
Subsidiaries	2,367.603
Real estate	173.330
Premiums receivable	143.552
Other assets	234.766
Total assets	3,561.290
Liabilities	
Reserve for unearned premiums	215.440
Reserve for unpaid losses and loss expenses	368.279
Reserve for taxes and other liabilities	183.088
Total liabilities	766.807
Surplus	
Surplus to policyholders	2,794.483
Total surplus	2,794.483
Total liabilities and surplus	3,561.290

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2022.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio



Sworn to before me this 8th day of February A.D. 2023.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 06/07/2022

Effective 07/01/2022

Expires 06/30/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H

Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$3,749,086,727, liabilities in the amount of \$715,932,968, and surplus of at least \$3,033,153,759.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Construction Agreement with Setterlin Building Company, Corporation.

(Fairfield County Board of Developmental Disabilities)

Approved as to form on 6/23/2023 1:14:43 PM by Amy Brown-Thompson,



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

Resolution No. 2023-06.27.g

A resolution authorizing the approval of a construction agreement with Setterlin Building Company.

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution declaring the improvement of certain parcels in the unincorporated Township of Violet, County of Fairfield to be a public purpose and exempt from Real Property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80

WHEREAS, Ohio Revised Code ("R.C.") Sections 5709.77 through 5709.80 (the "TIF Statutes") provide that this Board may, under certain circumstances, declare "improvement" (as defined in the TIF Statutes) to parcels of real property located in the unincorporated Township of Violet, County of Fairfield (the "County") to be a public purpose and exempt from real property taxation, specify public infrastructure improvements that will directly benefit those parcels, provide for payments in lieu of taxes by the owners of those parcels, and establish a redevelopment tax equivalent fund; and

WHEREAS, the parcels of real property identified in Exhibit A, attached hereto and incorporated by reference herein (collectively, the "Property"), are located in the unincorporated territory of the County, with each parcel of real property within the Property referred to herein as a "Parcel" and collectively as the "Parcels" (whether as presently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, there are plans in place for Excel Inc., a Massachusetts corporation, d/b/a DHL Supply Chain (USA) (the "Company") to develop a portion of the Property by constructing in one or more phases, one or more distribution, warehousing, logistics, packaging, or other commercial operations facilities and related improvements comprising approximately 700,000—800,000 square feet (collectively, the "Project"); and

WHEREAS, pursuant to this Resolution, the Board desires for the Property to be subject to a thirty (30) year, one hundred percent (100%), exemption (the "TIF Exemption") with the TIF Exemption for each Parcel commencing the tax year in which an exempted improvement first appears on the tax list and duplicate of real and public utility property after the effective date of this Resolution, and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes; and

A resolution declaring the improvement of certain parcels in the unincorporated Township of Violet, County of Fairfield to be a public purpose and exempt from Real Property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80

WHEREAS, to assist the Company with the completion of the Project, this Board desires to make or cause to be made the public infrastructure improvements in the County described in Exhibit B attached hereto and incorporated by reference herein, as such public infrastructure improvements are further described in the Development and Compensation Agreement dated March 21, 2023, by and among the City of Canal Winchester, Violet Township, Fairfield County, the County, the Fairfield County Port Authority (the "Port Authority"), the Pickerington Local School District (the "School District"), and the Company (together, the "Compensation Agreement"), that once made would directly benefit the Property (collectively, the "Public Infrastructure Improvements"); and

WHEREAS, this Board has determined that it is necessary and appropriate and in the best interests of the County to provide for service payments in lieu of real property taxes ("Service Payments," as further defined below) with respect to the Parcels, pursuant to R.C. Section 5709.79; and

WHEREAS, under R.C. Section 5709.80, this Board has determined to establish a redevelopment tax equivalent fund for the deposit of such annual service payments in lieu of taxes, to be held in the custody of the County Auditor of Fairfield County, Ohio (the "County Auditor"), as fiscal officer of the County and this Board; and

WHEREAS, pursuant to the authority granted under R.C. Sections 5709.80 and 5709.82(B), this Board intends to request that the County Treasurer of Fairfield County, Ohio (the "County Treasurer") pay a portion of the service payments in lieu of taxes to each of the Board of Education of the School District and the Board of Education of the Eastland-Fairfield Career & Technical Schools (the "JVSD" and, together with the School District, the "School Districts") in an amount equal to the amount of real property taxes each of the School Districts would have received in real property taxes derived from the Property but for the TIF Exemption; and

WHEREAS, to memorialize the terms of such compensation to the School Districts, the County has entered into the Compensation Agreement and acknowledges that no other compensation agreement shall be required with respect to the approval of the TIF Exemption by the School Districts; and

A resolution declaring the improvement of certain parcels in the unincorporated Township of Violet, County of Fairfield to be a public purpose and exempt from Real Property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80

WHEREAS, pursuant to the condition that the School Districts receive compensation payments as outlined in the Compensation Agreement, the School District waived all applicable notice requirements under the TIF Statutes with respect to the TIF Exemption and approved the TIF Exemption by its Resolution No. 22-213 adopted on September 28, 2022 and the JVSD waived all applicable notice requirements under the TIF Statutes with respect to the TIF Exemption by its Resolution No. 013C-23 adopted on January 11, 2023, each in accordance with the TIF Statutes and R.C. Sections 5709.78 and 5709.83; and

WHEREAS, this Board previously created a tax incentive review council ("TIRC"), and therefore the requirements of R.C. Section 5709.85(A), which requires the legislative authority of any county granting an exemption from taxation under R.C. Section 5709.78 to create a tax incentive review council, has been fully satisfied; and

WHEREAS, in connection with the Project, the County and the Company have entered into or intend to enter into a Community Reinvestment Area Agreement (the "CRA Agreement"), providing for a one hundred percent (100%) real property tax abatement for each building or structure comprising part of the Project for new construction, or subsequent remodeling of new construction, commencing for a period of fifteen (15) consecutive taxable years (the "CRA Exemption"); and

WHEREAS, the County and the Company intend for the CRA Exemption to take priority over the TIF Exemption and for the TIF Exemption to be expressly subordinate to the CRA Exemption during such time as the CRA Exemption is in effect with respect to the Property; and

WHEREAS, for the betterment of the people of the County through the development of the Property, this Board desires to, by resolution, declare improvements to the Property in the unincorporated territory of this County to be a public purpose pursuant to R.C. Section 5709.78(A).

A resolution declaring the improvement of certain parcels in the unincorporated Township of Violet, County of Fairfield to be a public purpose and exempt from Real Property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80

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

Section 1. The Public Infrastructure Improvements described in Exhibit B hereto intended to be made or caused to be made by the County are hereby designated as public infrastructure improvements that, once made, will directly benefit the Property. The County, the Port Authority, the Fairfield County Transportation Improvement District (the "TID"), and/or such other parties as may be legally and contractually permitted from time to time, shall construct, or cause to be constructed, the Public Infrastructure Improvements described in Exhibit B, all as more fully described in the Compensation Agreement and such other agreements as are necessary to cause such construction.

Section 2. Pursuant to and in accordance with the provisions of R.C. Section 5709.78, and, in particular, R.C. Section 5709.78(A), this Board hereby finds and determines that one hundred percent (100%) of the increase in the assessed value (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in R.C. Section 5709.77) of each Parcel (as it may be subdivided or combined in connection with the acquisition or development of a Parcel) after the effective date of this Resolution is hereby declared to be a public purpose and shall be exempt from taxation for a thirty (30) year period commencing with the first year for which an exemption is claimed by any DTE 24 exemption application, and any successor exemption application as the same may be updated by the State of Ohio, filed by the County with respect to such Parcel (each a "Commencement Date"), and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. Under R.C. Section 5709.78(F), the exemption shall apply to the Improvement to each Parcel on a parcel-by-parcel basis. The Commencement Date for an Improvement may occur within a different tax year than the Commencement Date for an Improvement on any other Parcel, and the Improvement on each Parcel shall have a separate exemption term of thirty (30) years, commencing on its respective Commencement Date and ending on the date that is thirty (30) years after that Commencement Date or the date on which the County can no longer require annual service payments in lieu of taxes, in accordance with the TIF Statutes. In no case shall any Improvement on any Parcel be exempted from taxation for longer than thirty (30) years. In no case shall any Parcel

A resolution declaring the improvement of certain parcels in the unincorporated Township of Violet, County of Fairfield to be a public purpose and exempt from Real Property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80

subject to the exemption granted by this Resolution be included within an incentive district created or to be created by this Board under R.C. Section 5709.78(B) or any incentive district created or to be created under R.C. Section 5709.73(C). The exemption for each Improvement shall be subordinate to any exemption provided under the CRA Agreement, irrespective of what party files the exemption application under R.C. Section under R.C. 5709.911.

Section 3. As provided in R.C. Section 5709.79, the Company as current owner and any future owners (each an "Owner," and collectively, the "Owners") of each Parcel of the Property are hereby required to and shall pay Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments shall be deposited in the Fairfield County Redevelopment Tax Equivalent Fund (the "TIF Fund") established in Section 4 hereof. This Board hereby authorizes the Board President and other appropriate officers of the County, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary and incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments. The Service Payments shall be allocated and deposited in accordance with Sections 5 and 6 of this Resolution.

No Owner shall, under any circumstances, be required for any tax year to both pay Service Payments with respect to an Improvement and reimburse local taxing authorities for the amount of real property taxes that would have been payable to local taxing authorities had the Improvement not been exempted from taxation pursuant to this Resolution.

Section 4. This Board hereby establishes, pursuant to, and in accordance with, the provisions of R.C. Section 5709.80, the TIF Fund, into which shall be deposited all of the Service Payments distributed to the County by or on behalf of the County Treasurer with respect to the Improvement of each Parcel of the Property, as provided in R.C. Section 5709.79. The TIF Fund shall be maintained in the custody of the County and the Service Payments deposited in the TIF Fund shall be used solely for the purposes authorized in the TIF Statutes, and this Resolution.

The TIF Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which said TIF Fund shall be dissolved

A resolution declaring the improvement of certain parcels in the unincorporated Township of Violet, County of Fairfield to be a public purpose and exempt from Real Property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80

in accordance with R.C. Section 5709.80. Upon dissolution, any incidental surplus money remaining in the TIF Fund shall be transferred to the general fund of the County, as provided in R.C. Section 5709.80(D).

Section 5. At the same time and in the same manner as real property tax distributions, this Board requests that the Treasurer distribute the Service Payments as follows:

FIRST, to each of the School Districts, the amount of Service Payments equal in amount to the amount of real property taxes each of the School Districts would have received but for the TIF Exemption; and

SECOND, to the County Auditor for deposit into the TIF Fund.

This Board requests that the County Auditor distribute Service Payments on deposit in the TIF Fund (i) to the TID, pursuant to its authority under R.C. Section 5540.03 to receive and accept loans or grants in aid of the construction, maintenance, or repair of any project (as defined by R.C. Section 5540.01(C)) from local governments, to pay or reimburse the costs of Public Infrastructure Improvements in accordance with this Resolution, the TIF Statutes, the Compensation Agreement, and a mutually acceptable agreement to be negotiated between the County and the TID ,and (ii) if any Service Payments remain upon dissolution of the TIF Fund, to the general fund of the County pursuant to the TIF Statutes or to such other fund as is required by law.

Section 6. To memorialize the payment of compensation to the School Districts described in Section 5 of this Resolution, this Board hereby reaffirms the Compensation Agreement and authorizes the County to perform the Compensation Agreement. This Board is further hereby authorized to execute and deliver any additional agreements or instruments as the Board shall deem necessary. Such additional agreements or instruments may include, but are not limited to an agreement, or series of agreements, to be entered into between the County and the TID with respect to the construction of Public Infrastructure Improvements. The County is hereby authorized to perform its obligations under any of the aforementioned agreements or instruments.

A resolution declaring the improvement of certain parcels in the unincorporated Township of Violet, County of Fairfield to be a public purpose and exempt from Real Property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80

Section 7. This Board further authorizes and directs the Board President, or any other appropriate County official as directed by the Board President, to: (i) make arrangements necessary and proper for the collection of Service Payments from Owners; (ii) make payment of the Service Payments to the County to be deposited into the TIF Fund; (iii) prepare and sign all agreements and instruments as may be necessary to implement this Resolution, including any applications for real property tax exemption and remission as provided in R.C. Section 5709.911; and (iv) take all other actions as may be appropriate to implement this Resolution.

Section 8. In accordance with R.C. 5709.832, this Board hereby determines that no employer located on the Parcels is to deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry.

Section 9. Pursuant to R.C. Section 5709.78(H), the Clerk is hereby directed to deliver a copy of this Resolution to the Director of Development of the State of Ohio within fifteen (15) days after its passage. On or before March 31 of each year that the TIF Exemption set forth herein remains in effect, the Director of Economic Development, or other authorized official of this County, shall prepare and submit to the Director of Development of the State of Ohio the status report required under R.C. Section 5709.78(H).

Section 10. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any decision making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements of R.C. Section 121.22.

Section 11. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Prepared by: Anthony Iachini
cc: Economic & Workforce Development

IDENTIFICATION OF THE PROPERTY

The Property is approximately 79.619 acres of real property acquired or to be acquired by the Company, and situated in the County of Fairfield, State of Ohio, consisting of all or part of the following parcel numbers, as of tax year 2023, in the records of the Fairfield County Auditor's Office (including any subsequent combinations and/or subdivisions of such current parcel numbers to the extent they are in fact part of the Project), and as described and depicted on the map attached below:

PPIN No.: 0360029900

The Property is further identified by the map below, as outlined in blue:

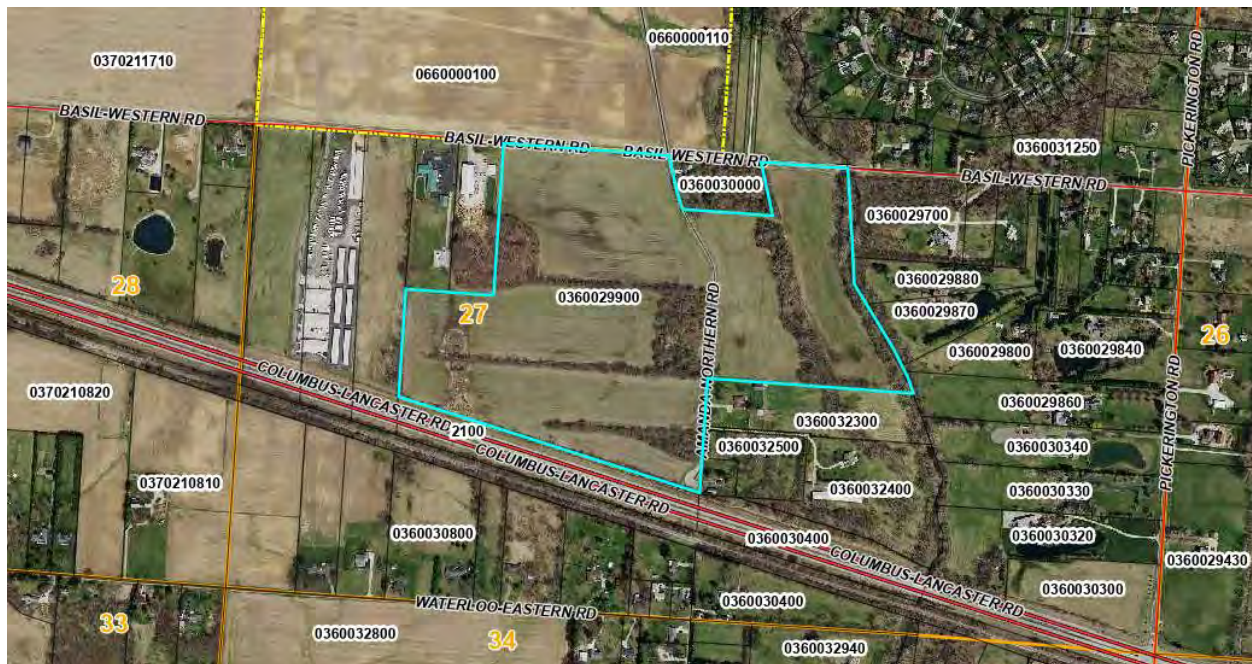


EXHIBIT B

DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” permitted under the TIF Statutes and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all the related costs of those permanent improvements, and as such Public Infrastructure Improvements are further described in the Compensation Agreement:

- **Roadways.** Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, and construction of publicly accessible roadways (whether publicly or privately owned) within or adjacent to the Parcels. Including the continued maintenance of those public roadways and highways.
- **Parking.** Construction, reconstruction, improving, and equipping of surface or structured public parking facilities, including surface and on-street parking facilities along the Roadways described above.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), waste treatment, water retention, water and fire protection systems, water distribution lines, and all appurtenances thereto. Including the continued maintenance of those water distribution lines, storm sewers, and sanitary sewers.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above and facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes. For purposes of this agreement, utilities include all infrastructure necessary to deliver gas to the Site as well as power substations, including those servicing only the Site.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater, wetland and flood remediation projects and facilities (including without limitation erosion control, storm drainage and earthwork), both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above.
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research, including acquisition of interests in the Parcels by one or more public or private entities necessary for redevelopment of the Parcels.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

The Public Infrastructure Improvements above specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

All of the Public Infrastructure Improvements described above are hereby determined to be “public infrastructure improvements” as defined in Ohio Revised Code Section 5709.40(A)(8) and are intended to benefit the real property described in Exhibit A.

Prosecutor's Approval Page

Resolution No. 2023-06.27.g

A resolution declaring the improvement of certain parcels in unincorporated Violet Township, Fairfield County, Ohio, to be a public purpose and exempt from real property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80.

(Fairfield County Economic & Workforce Development)

Approved as to form on 6/23/2023 3:10:20 PM by Amy Brown-Thompson,



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

Resolution No. 2023-06.27.h

A resolution declaring the improvement of certain parcels in unincorporated Violet Township, Fairfield County, Ohio, to be a public purpose and exempt from real property taxation for a specified period; designating public infrastructure improvements that will make annual service payments in lieu of taxes; establishing the Fairfield County Redevelopment Tax Equivalent Fund; and authorizing related actions pursuant to Ohio Revised Code Sections 5709.77 through 5709.80.

(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.

A resolution to approve loan documents to fund Lava Wash, LLC as a Fairfield County Revolving Loan project.

WHEREAS, a Revolving Loan Fund program has been established by the Fairfield County Board of Commissioners for the purpose of encouraging and promoting economic expansion and increased employment opportunities within Fairfield County pursuant to Resolution 91-06.13.e; and

WHEREAS, the Fairfield County Revolving Loan Fund has been established in accordance with the requirements of the U.S. Department of Commerce and Economic Development Administration; and

WHEREAS, a Loan Review Committee has been established as part of the Fairfield County Revolving Loan Fund plan, adopted by the Fairfield County Board of Commissioners, Resolution 91-06.18.k, and amended pursuant to Resolution 05-07.19.f; and

WHEREAS, the Loan Review Committee met on May 1, 2023 to review an application for funding by Lava Wash, LLC through the Fairfield County Revolving Loan Fund; and

WHEREAS, the Loan Review Committee voted to recommend the attached loan application for approval to the Fairfield County Board of Commissioners; and

WHEREAS, the loan approval recommendation was approved by the Fairfield County Board of Commissioners, Resolution 2023-05.23.j.

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

Section 1. That the Fairfield County Prosecutor affirms, accepts, and approves the attached loan documents, requesting \$64,000.00 in Revolving Loan Fund financing to assist with the purchase of equipment; and

Section 2. That the President of the Board of Commissioners is hereby authorized to execute and sign any documents pertaining to this loan.

2023-06.27.i

A resolution to approve loan documents to fund Lava Wash, LLC as a Fairfield County Revolving Loan project.

Prepared by: Vince Carpico
cc: Economic and Workforce Development



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

RLF PROMISSORY NOTE – Page 1

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

FOR VALUE RECEIVED, the undersigned **Todd Hildreth, Owner, and Lava Wash, LLC**, a corporation organized under the laws of the State of Ohio, (collectively known as the “Borrower”) hereby **jointly and severally** promise to pay to the order of Fairfield County, Ohio, a political subdivision of the State of Ohio, duly authorized and validly existing under and by virtue of the laws thereof, (hereinafter called “Lender”), the principal sum sixty four thousand dollars (\$64,000), together with interest as hereinafter provided. The proceeds from the loan represented by this Promissory Note shall be applied only to provide working capital, (hereinafter called the “Project”). This is the Promissory Note referenced in that certain loan agreement of even date by and between the Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main Street STE. 407, Lancaster, Ohio 43130, and Lava Wash, LLC, a corporation under the laws of the State of Ohio, with its primary offices located at 4020 Old Columbus Rd. NW, Carroll, OH 43112 (hereinafter called “Borrower”), as participating parties in the Fairfield County Revolving Loan Fund (“Loan Agreement”).

SECTION I. INTEREST

1. Interest. Interest on the proceeds of this promissory note shall be paid at the rate of 4.25 percent (%) per annum on the amount disbursed. Proceeds of the loan shall be disbursed in accordance with the terms and conditions set forth in the Loan Agreement. Interest shall commence accruing on the date of the closing of the loan.
2. Prepayment. Prepayment of this Note may occur at any time without penalty.



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

RLF PROMISSORY NOTE – Page 2

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

SECTION II. REPAYMENT

The principal disbursed and interest shall be paid as follows:

1. Payments. The first payment under this Promissory Note shall be due on August 1, 2023 and shall include principal and interest from the date of loan closing. The Borrower(s) shall commence making monthly payments in accordance with an amortization schedule attached to the loan agreement and to this Promissory Note, a copy of which amortization table is attached hereto and incorporated herein. For the 84-month term of the loan, the borrower shall repay principal and interest monthly as set forth in said amortization schedule. All monthly payments shall be due on the first day of each month following August 1, 2023. Monthly payments of principal and interest shall continue so that the remaining balance of principal and interest shall be paid in full no later than August 1, 2030.

3. Upon Sale or Refinancing. The entire balance of the outstanding principal of this loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution, or liquidation of Borrower, at 4020 Old Columbus Rd. NW., Carroll, OH 43112.

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BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF PROMISSORY NOTE – Page 3

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

1. Personal Guarantee and real property collateral. This Promissory Note may be secured by the personal guarantee of **Todd Hildreth**, individually, and/or by an executed mortgage against real property owned by Lava Wash, LLC.
2. Default. Upon default in the payment of (1) any installment of principal or interest when the same is due hereunder, or upon (2) a failure to perform any of the covenants or conditions contained in this Note, the Loan Agreement, or any other document signed by one or more of the Borrowers to secure the payment of the amounts due hereunder, and if such failure continues for fourteen (14) days after written notice of such default from the Lender to the Borrowers, then the entire principal hereof then remaining unpaid, together with all accrued interest, shall, at the option of the Lender, become immediately due and payable without any notice or demand.

SECTION III. LIABILITY

The Borrower and **Jeff Hildreth, Owner**, jointly and severally agree to defend, indemnify, protect, and hold harmless both the United States Federal government and Fairfield County, Ohio and all of its officers, agents, and employees (collectively “the County”) from and against any and all liabilities that the Federal government or the County may incur as a result of providing an RLF Loan Award to assist directly in the Project as well as any direct or indirect activities associated with the Project. These protections apply to the extent that the Federal government or the County may become potentially liable caused by operations of the RLF Recipient or any of its borrowers, predecessors, or successors.

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BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF PROMISSORY NOTE – Page 4

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

SECTION IV. CERTIFICATION

The undersigned and the endorsers, guarantors and sureties of this note and each of them hereby irrevocably authorize any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waive the issuing and service of process and confess a judgement against us and each of us in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

All persons now or hereafter liable for the payment of the principal or interest due on this Promissory Note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Promissory Note is prepared and executed in Fairfield County, Ohio.

WARNING – By signing this promissory note, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.



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

RLF PROMISSORY NOTE – Page 5

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

Lava Wash, LLC

Todd Hildreth, Owner

Approved as to form by the
Fairfield County Prosecutor's Office

**ATTACHMENT:
AMORITIZATION SCHEDULE**



Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF LOAN AGREEMENT – Page 1**Borrower:** Lava Wash, LLC**Approved Loan Amount:** \$64,000**Fund Source:** Fairfield County Revolving Loan Fund**Prepared:** June 20, 2023

THIS AGREEMENT is entered into by and between The Board of Fairfield County Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main St. Suite 407, Lancaster, Ohio 43130 (hereinafter called "County") and Lava Wash, LLC, organized under the laws of the State of Ohio, with its primary offices located at 4020 Old Columbus Rd. NW, Carroll, OH 43112 (hereinafter called "Borrower"), as participating parties in the Fairfield County Revolving Loan Fund. *In consideration of the loan (as herein defined), Borrower, as a participating party, and in consideration of County making the loan specified in this Agreement, covenants and agrees to the following commitments to be performed by the participating party:*

Section 1

- 1.1 Borrower, as a participating party, shall use funds as working capital as described in the RLF Loan Application Summary (Exhibit A), attached hereto and incorporated by reference as if fully set forth herein to be used by Borrower. The County will loan to the Borrower the sum of sixty four thousand dollars (\$64,000.00) upon the terms and conditions of this Agreement.
- 1.2 The Borrower understands that the purpose of the Fairfield County Revolving Loan Fund is to support business activities for which credit may not otherwise be available.
- 1.3 The County reserves the right to recall the loan if this Agreement outlining the terms and conditions of the loan and/or the Fairfield County Revolving Loan Fund Plan are violated.



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

RLF LOAN AGREEMENT – Page 2

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

Section 2 – Loan to Borrower by County

2.1 The County shall loan to Borrower the sum of sixty four thousand dollars (\$64,000.00). The total sum of sixty four thousand dollars (\$64,000.00) shall be used by the Borrower to purchase equipment as described in Exhibit A.

2.2 The loan shall be evidenced by a Promissory Note, and the terms and conditions of the loan shall be consistent with the following:

- (a) Disbursement shall be through direct payment to Company.
- (b) Interest Rate. The Promissory Note shall provide for interest at the rate of 4.25 percent (%) per annum on the amount disbursed.
- (c) Payments. The first payment under this Loan Agreement will be due on August 1, 2023 and the Borrower shall commence making monthly installment payments of principal and interest in accordance with an amortization schedule calculated to amortize the principal balance of the loan. A \$64,000 promissory note will be executed for a seven (7) year term for the purposes of providing working capital. These monthly payments of principal and interest shall continue so that the remaining principal balance shall be paid at the end of the loan term as described in the amortization schedule.
- (d) All loan payments shall be due and payable on the first of the month, with a grace period of fifteen (15) days. Any payments not received within the grace period shall be imposed a late fee of two percent (2%) of the monthly loan payment amount.
- (e) Prepayment of the loan may occur at any time without penalty.



Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF LOAN AGREEMENT – Page 3**Borrower:** Lava Wash, LLC**Approved Loan Amount:** \$64,000**Fund Source:** Fairfield County Revolving Loan Fund**Prepared:** June 20, 2023**Section 2 – Loan to Borrower by County (Continued)**

2.3 The Borrower may be asked to execute and deliver a Personal Guarantee in favor of the County, to repay credit issued. In case of a default, the unpaid principal and interest balance shall become immediately due and payable.

Section 3 – Loan Acknowledgement

- 3.1 Borrower acknowledges that the Loan is a Fairfield County Revolving Loan Fund loan which is being offered by the County to support business activities for which credit is not otherwise available on terms and conditions which would permit completion and/or the successful operation or accomplishment of the specific business activity for which the loan is being offered.
- 3.2 As an inducement to County to make this Loan, Borrower will create or retain a minimum of one (1) full-time equivalent position, which is defined as a job with at least thirty-five (35) payable hours per week, per twenty-five thousand dollars (\$25,000.00) of RLF funds ("Borrower's Job Obligations").
- 3.3 Borrower shall comply with all laws regarding non-discrimination and equal employment opportunity and follow all regulations for the Fairfield County Revolving Loan Fund.
- 3.4 Borrower shall cause these positions to be created or retained and staffed on or by twenty-four (24) months after the date the final disbursement of the Loan Funds has been made and shall thereafter keep these jobs filled while this Loan is outstanding.
- 3.5 If the holder of any such position resigns or is terminated for cause, such position shall be considered filled, provided Borrower is diligently pursuing a new employee for such position (which pursuit shall at a minimum include posting the job with OhioMeansJobs) and does not decline to hire a reasonably qualified applicant.
- 3.6 Borrower shall report annually to County on the status of its compliance with its Job Obligations.



Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF LOAN AGREEMENT – Page 4**Borrower:** Lava Wash, LLC**Approved Loan Amount:** \$64,000**Fund Source:** Fairfield County Revolving Loan Fund**Prepared:** June 20, 2023**Section 3 – Loan Acknowledgement (Continued)**

- 3.7 Borrower represents and warrants that Borrower has obtained all federal, state, and local government approvals and reviews required by law to be obtained by Borrower for this project, and that Borrower will comply with all applicable federal and state regulations.
- 3.8 Borrower shall use the Fairfield County Revolving Loan Fund in compliance with federal, state, and local government laws, rules, and regulations.
- 3.9 The loan to the Borrower may become immediately due and payable to the County if the economic activity is moved outside the eligible lending area, Fairfield County, Ohio.
- 3.10 Borrower has disclosed to Lender any other federal funding sources that Borrower has applied for or received for purposes related to the EDA Loan Purpose, certifies that no EDA Loan proceeds will be used to fund expenses for which Borrower has received other federal funding, and acknowledges that should Lender determine that Borrower has received federal funding from multiple sources for identical expenses, Lender shall demand immediate repayment of the portion of the EDA Loan allocable to those expenses and may take any other action against Borrower permitted by the Loan Agreement and Related Documents, the EDA loan program, and applicable law.

Section 4 – Other Covenants and Warranties

- 4.1 Accuracy of Submissions. All documents and information submitted by the Borrower or the Guarantors to the County were, as of the date of submission, and now remain true, complete, and correct in all material respects. All financial statements submitted to the County in connection with the Loan are correct and complete and fairly present the financial condition of the Borrower or the Guarantor(s), as the case may be, as of the date or for the period therein stated; and there are no material contingent liabilities or obligations which are not duly noted therein.



Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF LOAN AGREEMENT – Page 5**Borrower:** Lava Wash, LLC**Approved Loan Amount:** \$64,000**Fund Source:** Fairfield County Revolving Loan Fund**Prepared:** June 20, 2023**Section 4 – Other Covenants and Warranties (continued)**

- 4.2 No Material Change. There has occurred no material change in the business, properties or condition, financial or otherwise, of the Borrower or the Guarantors since the date of their financial statements submitted to the County.
- 4.3 Taxes. All taxes and assessments due and payable by the Borrower and the Guarantor(s) have been paid or are being contested in good faith by appropriate proceedings and the Borrower have filed all tax returns which are required to be filed by any laws applicable thereto.
- 4.4 Good Standing. The Borrower and all Guarantors are duly organized, validly existing and in good standing under the laws of their respective states of organization and have the power and authority to own their property and to carry on their business in each jurisdiction in which they do business.
- 4.5 Authority and Compliance. The Borrower and each Guarantor have full power and authority to execute and deliver the Loan Documents to which each is a party and to incur and perform the obligations provided for therein, all of which have been duly authorized by all proper and necessary action of the appropriate governing body of Borrower and each such Guarantor. No consent or approval of any public authority or other third party is required as a condition to the validity of any Loan Document, and the Borrower, and each Guarantor is in material compliance with all laws and regulatory requirements to which each is subject except where failure to comply would not have a material adverse effect on the affairs and property of the Borrower or such Guarantor.



Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF LOAN AGREEMENT – Page 6**Borrower:** Lava Wash, LLC**Approved Loan Amount:** \$64,000**Fund Source:** Fairfield County Revolving Loan Fund**Prepared:** June 20, 2023**Section 4 – Other Covenants and Warranties (Continued)**

- 4.6 Binding Agreement. This Loan Agreement and the other Loan Documents executed by the Borrower and each Guarantor constitute valid and legally binding obligations of the Borrower and each Guarantor enforceable in accordance with their respective terms, except as enforceability may be limited by: (1) applicable Bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforceability of creditors' rights generally; (2) the effect of applicable fraudulent conveyance and/or transfer laws, both state and federal; (3) general principles of equity (regardless of whether considered in a proceeding in equity or law) including, without limitation, the possible unavailability of specific performance, injunctive relief or any other equitable remedy; and (4) concepts of materiality, reasonableness, good faith and fair dealing.
- 4.7 Litigation. There is no proceeding involving the Borrower or any Guarantor pending or, to the knowledge of the Borrower, threatened before any court or governmental authority, agency or arbitration authority, except as disclosed to the County in writing and acknowledged by the County prior to the date of this Loan Agreement.
- 4.8 No Conflicting Agreements. There is no charter, bylaw, stock provision, or other document pertaining to the organization, power or authority of the Borrower or any Guarantor, and no provision of any existing agreement, mortgage, indenture or contract binding on the Borrower or any Guarantor, or affecting its or their property which would conflict with or in any way prevent the execution, delivery or carrying out the term of this Loan Agreement and the other Loan Documents.
- 4.9 Payment or Performance of Obligations. The Borrower defaults in the prompt payment (within any grace period allowed by the Note) or performance of any obligations under the Notes (after the expiration of any applicable notice and right to cure period contained in the Note), this Loan Agreement or any instrument or document securing the Loan; or in the prompt payment or performance when due of any other indebtedness, liabilities, or obligations to the County, whether now existing or here-after created or arising, direct or indirect, absolute or contingent; or there shall occur an event which, under the terms of the Notes or any instrument or document securing the Loan, would permit the County to accelerate the maturity of the Loan.



Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF LOAN AGREEMENT – Page 7**Borrower:** Lava Wash, LLC**Approved Loan Amount:** \$64,000**Fund Source:** Fairfield County Revolving Loan Fund**Prepared:** June 20, 2023**Section 5 – Reporting and Evaluation**

5.1 Borrower, as a participating party, shall submit to the county, when so requested, copies of year-end Financial Statements, as applicable, and Federal Tax Returns, to be reviewed as part of the annual evaluation of the loan.

Section 6 – Miscellaneous

- 6.1 This Agreement is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 or Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract, subcontract, or sub-grant and sub-recipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this award.
- 6.2 Amendments. The provisions of this Loan Agreement, the Promissory Note or any instrument or document executed pursuant hereto or securing the indebtedness may be amended or modified only by an instrument in writing signed by the parties hereto.
- 6.3 Borrower certifies that any representation or warranty made by the Borrower herein, or in any report, certificate, financial statement, or other writing furnished in connection with or pursuant to the Loan Agreement is accurate, complete, and correct.
- 6.4 Borrower, as a participating party agrees that any duly authorized representative of the County shall, at all reasonable times and with prior notice and due regard to safety considerations, have access to any portion of the project in which they are involved; and the period of such right to access shall be until Borrower closes out the loan.
- 6.5 The loan is subject to compliance with the Fairfield County Revolving Loan Fund Plan, which is available to Borrower upon request.



Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF LOAN AGREEMENT – Page 8

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

Section 7 – Certification

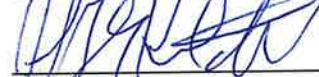
Except as otherwise prohibited herein, the terms of the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

This Agreement is hereby executed and delivered by the parties hereto on the dates set forth below by their respective signatures, as follows:

WITNESS OR ATTEST:



Borrower



Jeff Hildreth, Owner

Lava Wash, LLC



Todd Hildreth, Owner

Lava Wash, LLC

Approved as to form by the
Fairfield County Prosecutor's Office

Fairfield County, Ohio

Fairfield County Board of Commissioners

Date: 6-23-23

ATTACHMENTS:

Exhibit A

SECURITY AGREEMENT

(Equipment or Consumer Goods as Collateral) UCC-1

SECURITY AGREEMENT

Date: 6/20/2023

Lava Wash, LLC	4020 Old Columbus Rd. NW	Carroll	Fairfield	Ohio
(Name)	(No. & Street)	(City or Town)	(County)	(State)

(hereinafter called the **DEBTOR**), does hereby grant, for a valuable consideration, receipt of which is hereby acknowledged, unto

Fairfield County	210 East Main Street	Lancaster	Fairfield	Ohio
(Name)	(No. & Street)	(City or Town)	(County)	(State)

(hereinafter called the **SECURED PARTY**), a security interest in the following described property and any and all accessions thereto and the proceeds thereof (hereinafter called the Collateral)

DESCRIPTION OF COLLATERAL:

See Exhibit A attached hereto.

To secure payment of indebtedness of \$64,000.00 as provided in the note or notes of even date herewith and also any and all liabilities now existing or hereafter arising, absolute or contingent, due or to become due including all costs and expenses incurred in the collection of the indebtedness and all future advances made by the SECURED PARTY for taxes levied, insurance and repairs to or maintenance of the Collateral.

Debtor hereby warrants and agrees that:

1. The Collateral is or is to be used by the Debtor primarily for (check one):
 - () Personal, family or household purposes
 - () Farming operations
 - (X) Business use
2. If the Collateral is or is to be attached to real estate, a description of the real estate is as follows:
N/A
3. The Collateral will be kept at 4020 Old Columbus Rd. NW Carroll, OH 43112 which is the Debtor's place of business. DEBTOR will promptly notify SECURED PARTY of any change in the location of the Collateral and DEBTOR will not remove the Collateral from the above address without the written consent of the SECURED PARTY.
4. The Collateral is being acquired with the proceeds of said note or notes that SECURED PARTY may pay directly to the seller.

5. DEBTOR will not sell, exchange, lease or otherwise dispose of any interest in the Collateral without the written consent of the SECURED PARTY and will not permit any lien, security interest or encumbrance to attach to the Collateral.
6. No financing statement covering the Collateral is on file in any public office and at the request of SECURED PARTY, DEBTOR will join with SECURED PARTY in executing one or more financing statements pursuant to the Ohio Uniform Commercial Code in form satisfactory to the SECURED PARTY and DEBTOR will pay the cost of filing in all public offices wherever filing is deemed necessary by SECURED PARTY. A carbon, photographic or other reproduction of this agreement or a financing statement will be sufficient as a financing statement.
7. DEBTOR will maintain the Collateral in good condition and repair; will maintain insurance on the Collateral against fire, theft, and such other hazards and in such form and amount as SECURED PARTY may require and for the benefit of DEBTOR and SECURED PARTY as their interest shall appear; and will pay and discharge all taxes imposed on the Collateral. DEBTOR assigns to SECURED PARTY all right to proceeds of any insurance not exceeding the unpaid balance hereunder, and directs any insurer to pay all proceeds directly to SECURED PARTY and authorizes SECURED PARTY to indorse any draft for the proceeds. Such policy or policies shall be delivered to the SECURED PARTY and shall be with a company or companies satisfactory to SECURED PARTY.

At its option, SECURED PARTY may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, and pay for the maintenance and preservation of the Collateral should DEBTOR fail to do so. DEBTOR agrees to reimburse SECURED PARTY on demand for any payment so made and until such reimbursement, the amount so paid by SECURED PARTY shall be added to the principal amount of the indebtedness.

Upon happening of any of the following events or conditions: (a) default in the payment or performance of any of the obligations or of any covenant or liability contained or referred to in any loan agreement, note or notes evidencing any of the obligations secured hereunder; (b) loss, theft, destruction, sale or encumbrance of or to the Collateral; (c) death, dissolution, termination of existence, insolvency, business failure, appointment or a receiver of any part of the property of, assignment for the benefit of creditors by or the commencement of any proceedings under any bankruptcy or insolvency laws by or against DEBTOR; (d) any default under the terms hereunder; or (e) if SECURED PARTY deems itself insecure, SECURED PARTY may, at its election, declare the entire amount of the indebtedness then outstanding due and payable at once and SECURED PARTY shall have the rights and remedies of a SECURED PARTY under the Ohio Uniform Commercial Code, including the right to enter any premises of the DEBTOR, without legal process and take possession of and remove the Collateral. DEBTOR agrees, upon request of the SECURED PARTY, to assemble the Collateral, and to make it available at the place designated by SECURED PARTY. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is mailed to the address of the DEBTOR shown in this Agreement at least ten days before the time of such disposition.

No waiver of SECURED PARTY of any default shall be effective unless in writing, nor shall operate as a waiver of any other default, or of the same default on a subsequent occasion. SECURED PARTY is hereby authorized to fill any blank spaces hereunder. All rights of SECURED PARTY hereunder shall inure to the benefit of the heirs, executors,

administrators, successors and assigns of SECURED PARTY; and all obligations of DEBTOR shall bind the heirs, executors, administrators, successors and assigns of DEBTOR. If there is more than one DEBTOR, their obligations hereunder shall be joint and several. This Agreement constitutes the entire agreement between the parties.


Fairfield County, Ohio

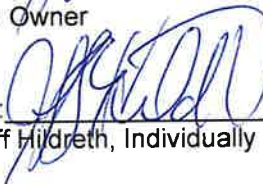
Lava Wash, LLC
a Limited Liability Company

By: _____
Steven A. Davis, President
Fairfield County Board of Commissioners

By:  _____
Todd Hildreth
Its: Owner

By:  _____
Todd Hildreth, Individually

By:  _____
Jeff Hildreth
Its: Owner

By:  _____
Jeff Hildreth, Individually

This document prepared by Roy E. Hart, Prosecuting Attorney, Fairfield County, Ohio.



H-M COMPANY
COMMERCIAL LAUNDRY EQUIPMENT
Since 1957

2305 GILBERT AVENUE
CINCINNATI, OH 45206

Phone: 513-281-3832
Fax: 513-281-0572

SALES AGREEMENT

Date	Quote #
1/30/2023	1241

Sold To:
HILDRETH COMMERCIAL LAUNDRY 4020 OLD COLUMBUS RD NW CARROLL, OH 43112

Ship To:
HILDRETH COMMERCIAL LAUNDRY 4020 OLD COLUMBUS RD NW CARROLL, OH 43112

P.O. No.	Terms	Date Required	Salesperson	Ordered By
	Net 30 Days	3/1/2023	Adam	Todd

Description	Qty	Cost	Total
Huebsch 40lb capacity coin operated washer-extractor with stainless steel front and top panels, gravity drain and 100G extract speed. 208-240/1-3	2	6,177.03	12,354.06
Huebsch 60lb capacity coin operated washer-extractor with stainless steel front and top panels, gravity drain and 100G extract speed. 208-240/1-3	2	8,392.68	16,785.36
Huebsch 30lb capacity coin operated natural gas stack dryer with white front panel, brushed stainless steel door. 200-240/50-60/1-3	2	5,549.12	11,098.24
Huebsch 45lb stack dryer with white front panel, natural gas. 200-240/60/1-3	2	6,648.48	13,296.96
Steel Base for Washer	2	449.00	898.00
Steel Base for Washer	2	504.00	1,008.00

Signature _____

Subtotal \$55,440.62

Sales Tax (7.5%) \$0.00

Total \$55,440.62

06/27/2023



H-M COMPANY
COMMERCIAL LAUNDRY EQUIPMENT
Since 1957

2305 GILBERT AVENUE
CINCINNATI, OH 45206

Phone: 513-281-3832
Fax: 513-281-0572

SALES AGREEMENT

Date	Quote #
5/12/2023	1473

Sold To:	Ship To:
HILDRETH COMMERCIAL LAUNDRY 4020 OLD COLUMBUS RD NW CARROLL, OH 43112	HILDRETH COMMERCIAL LAUNDRY 4020 OLD COLUMBUS RD NW CARROLL, OH 43112

P.O. No.	Terms	Date Required	Salesperson	Ordered By
	Net 30 Days	3/1/2023	Adam	Todd

Description	Qty	Cost	Total
Huebsch 40lb capacity coin operated washer-extractor with stainless steel front and top panels, gravity drain and 100G extract speed. 208-240/1-3	2	9,895.00	19,790.00
Huebsch 60lb capacity coin operated washer-extractor with stainless steel front and top panels, gravity drain and 100G extract speed. 208-240/1-3	2	13,139.00	26,278.00
Huebsch 30lb capacity coin operated natural gas stack dryer with white front panel, brushed stainless steel door. 200-240/50-60/1-3	2	9,709.00	19,418.00
Huebsch 45lb stack dryer with white front panel, natural gas. 200-240/60/1-3	2	10,549.00	21,098.00
Steel Base for Washer	2	649.00	1,298.00
Steel Base for Washer	2	729.00	1,458.00
Price Includes: Factory freight, delivery, installation, connection to utilities provided by the customer, removal of existing machines			
Warranty: 3 years parts, 90 days labor			

Signature _____

Subtotal	\$89,340.00
Sales Tax (7.5%)	\$0.00
Total	\$89,340.00

06/27/2023



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

PERSONAL GUARANTEE – Page 1

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

FOR VALUE RECEIVED on June 20, 2023 from and as an inducement to Fairfield County, Ohio (“Lender”) to loan certain funds (the “indebtedness”) to **Lava Wash, LLC**, a corporation, (“Borrower”) in which **Jeff Hildreth** (hereinafter referred to as “Guarantor”) hereby absolutely and unconditionally guarantee all obligations of the Borrower to Lender pursuant to this Agreement.

Guarantor has a personal interest. Guarantor does hereby personally guarantee absolutely and unconditionally the full and prompt payment to Lender of all indebtedness which Borrower has incurred or may incur for sums loaned to Borrower by Lender including without limitation all liabilities, obligations and amounts due or to become due by Borrower to Lender pursuant to a certain Loan Agreement and Promissory Note of even date between Lender and Borrower (including without limitation, interest, costs of collection and reasonable attorneys’ fees).

Lender is not required to first seek collection from the Borrower. The liability of the Guarantor hereunder shall not be affected by the amount of money loaned to Borrower by Lender nor by any change in the form of Borrower’s indebtedness nor by any extension or renewal thereof. Notice of acceptance of this guarantee or extension of credit hereunder, of default in payment, of change in form or renewal or extension of any said indebtedness or of any other matter with respect hereto is expressly waived. Guarantor waives any presentment, demand, protest, and any other notice in connection with, or regarding, this Personal Guarantee.

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BOARD OF COMMISSIONERS

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Deputy County Administrator

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PERSONAL GUARANTEE – Page 2

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

Waive Notice. The undersigned waives notice of acceptance hereof and of all defaults or disputes with the Borrower, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting the undersigned's liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance of release of security, the acceptance of notes, trade acceptances or any other form of obligation for the Borrower's indebtedness to the Lender, and the demand, protest, and notice of protest of such instruments or their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of Lender, and anything whatsoever, whether or not herein specified, which may be done or waived by or between Lender and the Borrower.

Obligation and Certification. The obligation of the undersigned is a primary, absolute, and unconditional obligation, and covers all existing and future indebtedness of the Borrower to the Lender. This obligation shall be enforceable against the undersigned before or after proceeding against the Borrower or against any security held by the Borrower, and shall be effective against the undersigned regardless of the solvency or insolvency of the Borrower at any time, the extension or modification of the indebtedness of the Borrower by operation of law, or the subsequent corporation reorganization, merger, or consolidation of the Borrower or any other change in the composition, nature, personnel, or location of the Borrower.

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County Administrator

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Jeffrey D. Porter

Clerk

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PERSONAL GUARANTEE – Page 3

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

The undersigned acknowledges that this guarantee is the undersigned's personal obligation and that the undersigned is not acting as an agent on behalf of the Borrower, notwithstanding any business affiliation between them or title identified below.

This guarantee shall for all purposes be deemed to be made in and shall be governed by laws of the State of Ohio and for purposes of enforcement each of the undersigned(s) consent to personal jurisdiction in the Fairfield County, Ohio Municipal Court and the Fairfield County, Ohio Court of Common Pleas.

This guarantee shall be binding upon the undersigned, as well as the undersigned's legal representatives and assigns, and shall inure to Lender's benefit and to the benefit of the Lender's successors and assigns.

The undersigned individually acknowledges that the undersigned has read the entirety of this Personal Guarantee and understands and agrees to all the terms thereof.

The undersigned hereby irrevocably authorizes any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waives the issuing and service of process and confesses a judgement against the undersigned in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

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Fairfield County Commissioners Office • 210 East Main Street • Room 301 • Lancaster, Ohio 43130

P: 740-652-7090 • 614-322-5260 • F: 740-687-6048 • www.fairfieldcountyohio.gov



BOARD OF COMMISSIONERS

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PERSONAL GUARANTEE – Page 4

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

All persons now or hereafter liable for the payment of the principal or interest due on this Personal Guarantee, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Personal Guarantee is prepared and executed in the Fairfield County, Ohio on the date first set forth above.

WARNING – By signing this paper, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.

GUARANTOR:

Jeff Hildreth

In His Individual Capacity



BOARD OF COMMISSIONERS

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PERSONAL GUARANTEE – Page 1

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

FOR VALUE RECEIVED on June 20, 2023 from and as an inducement to Fairfield County, Ohio (“Lender”) to loan certain funds (the “indebtedness”) to **Lava Wash, LLC**, a corporation, (“Borrower”) in which **Todd Hildreth** (hereinafter referred to as “Guarantor”) hereby absolutely and unconditionally guarantee all obligations of the Borrower to Lender pursuant to this Agreement.

Guarantor has a personal interest. Guarantor does hereby personally guarantee absolutely and unconditionally the full and prompt payment to Lender of all indebtedness which Borrower has incurred or may incur for sums loaned to Borrower by Lender including without limitation all liabilities, obligations and amounts due or to become due by Borrower to Lender pursuant to a certain Loan Agreement and Promissory Note of even date between Lender and Borrower (including without limitation, interest, costs of collection and reasonable attorneys’ fees).

Lender is not required to first seek collection from the Borrower. The liability of the Guarantor hereunder shall not be affected by the amount of money loaned to Borrower by Lender nor by any change in the form of Borrower’s indebtedness nor by any extension or renewal thereof. Notice of acceptance of this guarantee or extension of credit hereunder, of default in payment, of change in form or renewal or extension of any said indebtedness or of any other matter with respect hereto is expressly waived. Guarantor waives any presentment, demand, protest, and any other notice in connection with, or regarding, this Personal Guarantee.

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PERSONAL GUARANTEE – Page 2

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

Waive Notice. The undersigned waives notice of acceptance hereof and of all defaults or disputes with the Borrower, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting the undersigned's liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance of release of security, the acceptance of notes, trade acceptances or any other form of obligation for the Borrower's indebtedness to the Lender, and the demand, protest, and notice of protest of such instruments or their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of Lender, and anything whatsoever, whether or not herein specified, which may be done or waived by or between Lender and the Borrower.

Obligation and Certification. The obligation of the undersigned is a primary, absolute, and unconditional obligation, and covers all existing and future indebtedness of the Borrower to the Lender. This obligation shall be enforceable against the undersigned before or after proceeding against the Borrower or against any security held by the Borrower, and shall be effective against the undersigned regardless of the solvency or insolvency of the Borrower at any time, the extension or modification of the indebtedness of the Borrower by operation of law, or the subsequent corporation reorganization, merger, or consolidation of the Borrower or any other change in the composition, nature, personnel, or location of the Borrower.

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BOARD OF COMMISSIONERS

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Jeffrey D. Porter

Clerk

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PERSONAL GUARANTEE – Page 3

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

The undersigned acknowledges that this guarantee is the undersigned's personal obligation and that the undersigned is not acting as an agent on behalf of the Borrower, notwithstanding any business affiliation between them or title identified below.

This guarantee shall for all purposes be deemed to be made in and shall be governed by laws of the State of Ohio and for purposes of enforcement each of the undersigned(s) consent to personal jurisdiction in the Fairfield County, Ohio Municipal Court and the Fairfield County, Ohio Court of Common Pleas.

This guarantee shall be binding upon the undersigned, as well as the undersigned's legal representatives and assigns, and shall inure to Lender's benefit and to the benefit of the Lender's successors and assigns.

The undersigned individually acknowledges that the undersigned has read the entirety of this Personal Guarantee and understands and agrees to all the terms thereof.

The undersigned hereby irrevocably authorizes any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waives the issuing and service of process and confesses a judgement against the undersigned in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

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PERSONAL GUARANTEE – Page 4

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

All persons now or hereafter liable for the payment of the principal or interest due on this Personal Guarantee, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Personal Guarantee is prepared and executed in the Fairfield County, Ohio on the date first set forth above.

WARNING – By signing this paper, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.

GUARANTOR:

Todd Hildreth

In His Individual Capacity



BOARD OF COMMISSIONERS

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RLF PROMISSORY NOTE – Page 1

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

FOR VALUE RECEIVED, the undersigned **Jeff Hildreth, Owner, and Lava Wash, LLC**, a corporation organized under the laws of the State of Ohio, (collectively known as the “Borrower”) hereby **jointly and severally** promise to pay to the order of Fairfield County, Ohio, a political subdivision of the State of Ohio, duly authorized and validly existing under and by virtue of the laws thereof, (hereinafter called “Lender”), the principal sum sixty four thousand dollars (\$64,000), together with interest as hereinafter provided. The proceeds from the loan represented by this Promissory Note shall be applied only to provide working capital, (hereinafter called the “Project”). This is the Promissory Note referenced in that certain loan agreement of even date by and between the Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main Street STE. 407, Lancaster, Ohio 43130, and Lava Wash, LLC, a corporation under the laws of the State of Ohio, with its primary offices located at 4020 Old Columbus Rd. NW, Carroll, OH 43112 (hereinafter called “Borrower”), as participating parties in the Fairfield County Revolving Loan Fund (“Loan Agreement”).

SECTION I. INTEREST

1. Interest. Interest on the proceeds of this promissory note shall be paid at the rate of 4.25 percent (%) per annum on the amount disbursed. Proceeds of the loan shall be disbursed in accordance with the terms and conditions set forth in the Loan Agreement. Interest shall commence accruing on the date of the closing of the loan.
2. Prepayment. Prepayment of this Note may occur at any time without penalty.



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RLF PROMISSORY NOTE – Page 2

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

SECTION II. REPAYMENT

The principal disbursed and interest shall be paid as follows:

1. Payments. The first payment under this Promissory Note shall be due on August 1, 2023 and shall include principal and interest from the date of loan closing. The Borrower(s) shall commence making monthly payments in accordance with an amortization schedule attached to the loan agreement and to this Promissory Note, a copy of which amortization table is attached hereto and incorporated herein. For the 84-month term of the loan, the borrower shall repay principal and interest monthly as set forth in said amortization schedule. All monthly payments shall be due on the first day of each month following August 1, 2023. Monthly payments of principal and interest shall continue so that the remaining balance of principal and interest shall be paid in full no later than August 1, 2030.

3. Upon Sale or Refinancing. The entire balance of the outstanding principal of this loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution, or liquidation of Borrower, at 4020 Old Columbus Rd. NW., Carroll, OH 43112.

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Jeffrey D. Porter

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RLF PROMISSORY NOTE – Page 3

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

1. Personal Guarantee and real property collateral. This Promissory Note may be secured by the personal guarantee of **Jeff Hildreth**, individually, and/or by an executed mortgage against real property owned by Lava Wash, LLC.
2. Default. Upon default in the payment of (1) any installment of principal or interest when the same is due hereunder, or upon (2) a failure to perform any of the covenants or conditions contained in this Note, the Loan Agreement, or any other document signed by one or more of the Borrowers to secure the payment of the amounts due hereunder, and if such failure continues for fourteen (14) days after written notice of such default from the Lender to the Borrowers, then the entire principal hereof then remaining unpaid, together with all accrued interest, shall, at the option of the Lender, become immediately due and payable without any notice or demand.

SECTION III. LIABILITY

The Borrower and **Jeff Hildreth, Owner**, jointly and severally agree to defend, indemnify, protect, and hold harmless both the United States Federal government and Fairfield County, Ohio and all of its officers, agents, and employees (collectively “the County”) from and against any and all liabilities that the Federal government or the County may incur as a result of providing an RLF Loan Award to assist directly in the Project as well as any direct or indirect activities associated with the Project. These protections apply to the extent that the Federal government or the County may become potentially liable caused by operations of the RLF Recipient or any of its borrowers, predecessors, or successors.

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RLF PROMISSORY NOTE – Page 4

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

SECTION IV. CERTIFICATION

The undersigned and the endorsers, guarantors and sureties of this note and each of them hereby irrevocably authorize any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waive the issuing and service of process and confess a judgement against us and each of us in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

All persons now or hereafter liable for the payment of the principal or interest due on this Promissory Note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Promissory Note is prepared and executed in Fairfield County, Ohio.

WARNING – By signing this promissory note, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.



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RLF PROMISSORY NOTE – Page 5

Borrower: Lava Wash, LLC

Approved Loan Amount: \$64,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 20, 2023

Lava Wash, LLC

Jeff Hildreth, Owner

Approved as to form by the
Fairfield County Prosecutor's Office

**ATTACHMENT:
AMORITIZATION SCHEDULE**

Prosecutor's Approval Page

Resolution No.

A resolution to approve loan documents to fund Lava Wash, LLC as a Fairfield County Revolving Loan project.

(Fairfield County Economic & Workforce Development)

Approved as to form on 6/23/2023 11:43:43 AM by Amy Brown-Thompson,



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

Resolution No. 2023-06.27.i

A resolution to approve loan documents to fund Lava Wash, LLC as a Fairfield County Revolving Loan project.

(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.

A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds in 2707 (Subfund 8300) [EMA]

WHEREAS, additional appropriations are needed in the major expenditure object category for 2707 (Subfund 8300) Emergency Management Performance Grant Fund; and

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

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

The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

12270722 Personal Services \$2,400.00
12270722 Fringe Benefits \$1,000.00
12270722 Material Supplies \$1,500.00
12270722 Contractual Services \$2,100.00

For Auditor's Office Use Only:

PS	12270722 514010 Vacation Payout \$2,400.00
FB	12270722 523000 OPERS \$1,000.00
MS	12270722 562600 Fuel \$1,500.00
CS	12270722 558002 Travel Meals \$500.00
	12270722 553010 Cellular/Wireless \$1,000.00
	12270722 553000 Communications \$600.00

Prepared by: Christy Noland
cc: EMA

Resolution No. 2023-06.27.j

A resolution to appropriate from unappropriated in a major expenditure object category EMA Funds in #2707 - Sub Fund #8300.

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to request for appropriations for receipts for EMA
Emergency Management Performance Grant – Supplemental Award
(8260) [EMA]

WHEREAS, the EMA received additional grant dollars from the FY21
Emergency Management Performance Grant in the amount of \$25,064.95;
and

WHEREAS, funds represent unanticipated receipts due to a supplemental
dollars that became available; and

WHEREAS, monies will be used for office purchases.

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:

12270721 Material & Supplies \$15,064.95
12270721 Capital Outlay \$10,000.00

For Auditor's Office Use Only:

Section 1. 12270721 561000 Office Supplies \$15,064.95
12270721 574000 Equipment \$10,000.00

Section 2. Issue an Amended Certificate in the amount \$25,064.95 to credit
of 8260.

Section 3. Request that the Fairfield County Auditor, on behalf of the
Budget Commission, update receipt line 12270721 433100 Federal Grants in
the amount of \$25,064.95.

Prepared by: Christy Noland
cc: EMA

Signature Page

Resolution No. 2023-06.27.k

A resolution to request for appropriations for receipts for EMA Emergency Management Performance Grant – Supplemental Award, Fund #8260.

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

2023-06.27.I

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

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:

\$5,000.00 16202403-Materials & Supplies

For Auditor's Office Use Only:

16202403-561070 \$5,000.00

Prepared by: Julie Huggins
cc: Engineer

Resolution No. 2023-06.27.I

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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:

\$1,000.00	16202405-Contractual Services
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For Auditor's Office Use Only:

16202405-554000	\$1,000.00
-----------------	------------

Prepared by: Julie Huggins
cc: Engineer

Resolution No. 2023-06.27.m

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Change Order for the 2023 Crack Sealing Project.

WHEREAS, on April 18, 2023, this Board of Commissioners awarded the Contract Bid for the 2023 Crack Sealing Project to Russell Standard Corporation for a Bid of \$75,036.44, and

WHEREAS, actual quantities of items used to complete this project differ from the quantities estimated in the Contract documents, as shown on the attached Change Order, and

WHEREAS, the County Engineer is requesting approval of Change Order Number One to reflect actual quantities used to date on this project, which will increase the Contract price from \$75,036.44 to \$75,851.42.

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

SECTION 1: that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number One, to increase the Contract price by \$814.98, making the revised cost of the 2023 Crack Sealing Project \$75,851.42.

SECTION 2: that the Clerk of this Board return the signed copy of this Resolution and the signed Change Order to the County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineer's Office

OFFICE OF THE COUNTY ENGINEER

FAIRFIELD COUNTY, OHIO

CHANGE ORDER

Change Order No.: 1 - FINAL

Change Order Date: 6/7/2023

Contract For: 2023 Crack Sealing Project

Contractor: RUSSELL STANDARD CORPORATION

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes:

1. Quantities reflect actual amount completed during construction.

Quantity and Cost Changes:

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT \$	Decrease In Price	Increase In Price
423	1734	SQ YD	CRACK SEALING, TYPE IV, AS PER PLAN	\$0.47	\$0.00	\$814.98
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00

TOTALS: \$0.00 \$814.98

Net Change in Contract Price: \$814.98

The sum of \$814.98 is hereby added from the original contract price of \$75,036.44 making the current contract price: \$75,851.42

The time provided for completion is UNCHANGED by NO calendar days.
This is the final change order and no further requests for payment will be made.
This document will become a supplement to the contract and all provisions of the contract apply hereto.


Recommended - Co. Engr./Dep. Engr.

Date: 6/15/23


RUSSELL STANDARD CORPORATION

Date: 6/15/23

Fairfield County Commissioners

Date: _____

Resolution No. 2023-06.27.n

A resolution to approve a change order for the 2023 Crack Sealing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8157 – MSY FCSS Fund – Family Adult Children First

WHEREAS, appropriate from unappropriated into major expense category of Personnel and Fringes for org#60815722 is necessary for the expenses; and

WHEREAS, we need additional appropriations in our Personnel and Fringes to cover salary and fringes.

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 \$2,170.72 for the major expense object category:

60815722 Salary \$1,372.43
60815722 Fringes \$798.29

For Auditor's Office Use Only:

Section 1.

60815722 511010 - \$1,372.43 Salary

60815722 521000 - \$585.83 Health Ins.

60815722 521100 - \$2.07 Life Ins.

60815722 522000 - \$18.25 Medicare

60815722 523000 - \$192.14 PERS

Prepared by: Annette Mash-Smith Fiscal Specialist on behave of FACFC

Resolution No. 2023-06.27.o

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8157 – MSY FCSS Fund – Family Adult Children First

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8307 – OCTF Perinatal Cluster Fund – Family Adult Children First

WHEREAS, appropriate from unappropriated into major expense category of Materials and Supplies for org#60830700 is necessary for the expenses; and

WHEREAS, we need additional appropriations in our Material and Supplies to pay for invoices.

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 \$1,800.00 for the major expense object category:

60830700 Materials and Supplies \$1,800.00

For Auditor's Office Use Only:

Section 1.

60830700 560000 - \$1,800.00 Materials and Supplies

Prepared by: Annette Mash-Smith Fiscal Specialist on behave of FACFC

Resolution No. 2023-06.27.p

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8307 – OCTF Perinatal Cluster Fund – Family Adult Children First

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8154 – SAFE KIDS Fund – Family Adult Children First

WHEREAS, appropriate from unappropriated into major expense category of Contractual Services for org#60815420 is necessary for the expenses; and

WHEREAS, we need additional appropriations in our Contractual Services to cover travel expense.

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 \$100.00 for the major expense object category:

60815420 Contractual Services \$100.00

For Auditor's Office Use Only:

Section 1.

60815420 558000 - \$100.00 Travel

Prepared by: Annette Mash-Smith Fiscal Specialist on behave of FACFC

Resolution No. 2023-06.27.q

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8154 – SAFE KIDS Fund – Family Adult Children First

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of a service contract for Location Services between The County Commissioners Association of Ohio and Fairfield County Job & Family Services, Child Support Enforcement Agency.

WHEREAS, Fairfield County Job and Family Services, Child Support Enforcement Agency (CSEA) is requesting the Board of Commissioners approval for a Location Services Contract between the CSEA and the County Commissioners Association of Ohio, 209 East State Street, Columbus, OH 43215 and

WHEREAS, this agreement shall be effective June 1, 2023 through May 31, 2025, and

WHEREAS, a purchase order encumbering the funds for the services has been acquired, and

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

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

Section 1. The Board of Commissioners hereby approves the Location Services contract between the Fairfield County Job and Family Services, Child Support Enforcement Agency, and the Commissioners Association of Ohio.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Officer

**PARTICIPATION AGREEMENT REGARDING THE
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING
CORPORATION, EXECUTED MAY, 2023**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2023 through May 31, 2025, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the Board of County Commissioners, Fairfield County, Ohio, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties that are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 and the contract provided for the potential for two additional two-year extensions, and

WHEREAS, CCAOSC, OCDA, and the Participant are satisfied with the CLEAR product and wish to extend the contract services for an additional two years, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Manager - The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

Participant(s) - An Ohio county that is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through a contract with the local family services agency that requires usage of location services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency that does not include a child support enforcement agency, or a contracted county agency providing services to the child support enforcement agency.

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term - The period commencing June 1, 2023 and ending on May 31, 2025.

Vendor – West Publishing Corporation.

Agreement - That certain contract amendment effective June 1, 2023 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2025. The contract provides for one more additional two-year extension after May, 2025. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users or services after June 1, 2023 with the understanding that they will be added at a rate of \$34.39 per user, per month for the period

June 1, 2023 to May 31, 2024, and at the rate of \$35.42 per user, per month, for the period June 1, 2024 to May 31, 2025.

Real time incarceration and arrest records may be added at a rate of \$106.00 per user, per month for the period June 1, 2023 to May 31, 2024, and at the rate of \$109.00 per user, per month, for the period June 1, 2024 to May 31, 2025.

Batch premium alerts may be added in volume tiers according to the chart below:

June 1, 2023 to May 31, 2024		June 1, 2024 to May 31, 2025	
Alerts	Cost Per Month	Alerts	Cost Per
Month			
100	\$48.00	100	\$50.00
300	\$80.00	300	\$84.00
500	\$126.00	500	\$132.00
1,000	\$238.00	1,000	\$250.00
1,500	\$358.00	1,500	\$376.00
3,000	\$675.00	3,000	\$709.00
5,000	\$1,092.00	5,000	\$1,147.00
10,000	\$2,117.00	10,000	\$2,223.00
25,000	\$5,127.00	25,000	\$5,383.00

4. Pay a program administrative expense to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2023 until May 31, 2025. The program administrative expense will be invoiced each year in the month of June for 2023 and 2024, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
6. Notify the Manager no later than **March 15, 2025** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. Give Participant written notice no later than March 15, 2025 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2025.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors' Association (Manager) agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in procuring all necessary signatures for the Participation Agreement.
4. Issue billing statements on a monthly basis. The first one will be for June 1, 2023.
5. Communicate requests and feedback from the users to West Publishing Corporation.

SECTION 3. OPTIONAL PROVISIONS

REAL TIME INCARCERATION AND ARREST RECORDS _____

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.

BATCH PREMIUM ALERTS _____

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.

SECTION 4. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the costs identified in this Agreement.

SECTION 5. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

2. NON-DISCRIMINATION/EQUAL OPPORTUNITY

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE
CORPORATION (CCAOSC)

By: 

Address: 209 East State Street
Columbus, Ohio 43215

COUNTY OF _____
BOARD OF COMMISSIONERS /COUNTY EXECUTIVE/ APPROVING
AUTHORITY

By: _____

Address: _____

Date of Adoption of Approving Board Resolution _____

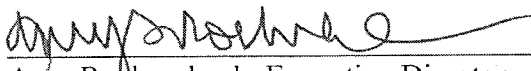
PARTICIPANT AGENCY NAME: Fairfield County CSEA

By: 
Director

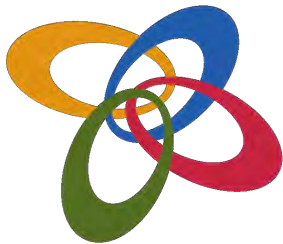
Address: 239 W. Main St
Lancaster, OH 43130

If necessary, Approved as to form:

OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)

By: 
Amy Rochrenbeck, Executive Director

Address: 1103 Schrock Road, Suite 309
Columbus, Ohio 43229



A Contract regarding CLEAR between Job and Family Services and

Approved on 6/16/2023 8:37:41 AM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh
Deputy Director of Child Support

Approved on 6/20/2023 4:15:59 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Cost Analysis

The services allowed by this agreement shall not exceed \$500 on annual basis.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.

Name and Title  Fiscal Officer

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

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service contract for Location Services between The County Commissioners Association of Ohio and Fairfield County Job & Family Services, Child Support Enforcement Agency.

(Fairfield County Job and Family Services)

Approved as to form on 6/22/2023 10:28:41 AM by Steven Darnell,

Resolution No. 2023-06.27.r

A resolution authorizing the approval of a service contract for location services between The County Commissioners Association of Ohio and Fairfield County Job & Family Services, Child Support Enforcement Agency.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

71700300- 434410 Reimbursement - \$128.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$128.00

Prepared by: Jenny Lewis, Eligibility Referral Specialist

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2023-06.27.s

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

An Administrative Approval of a Memorandum of Understanding between Kinnect and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division

WHEREAS, this Memorandum of Understanding (MOU) between Kinnect, a nonprofit corporation organized under the laws of the State of Ohio, and Fairfield County Job and Family Services (Child Protective Services), a governmental entity organized under the laws of Ohio ("County PCSA"), and

WHEREAS, Kinnect and Child Protective Services wish to work together and collaborate with each other to plan and implement the 30 Days to Family which will work to secure kinship placement and supports for children who enter out-of-home foster care without an identified kinship placement, and

WHEREAS, Kinnect and Child Protective Services will work together to implement 30 Days to Family Ohio in partnership with the Advisory Council, Kinnect, the Ohio Attorney General's Office, representative PCSAs, Foster and Adoptive Care Coalition, PolicyWorks, Ltd., and any other relevant partner agencies, and

WHEREAS, this MOU shall be in effect July 1, 2023 through June 30, 2024, and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

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

Section 1. The Fairfield County Administrator hereby approves this Memorandum of Understanding between Kinnect and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor



Memorandum of Understanding

by and between

Kinnect,

a nonprofit corporation organized under the laws of the State of Ohio

and

Fairfield County Job and Family Services

a governmental entity organized under the laws of Ohio

Effective as of 07.01.2023

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EXHIBIT A - Program Values, Goals & Partner Site Commitments

EXHIBIT B - Contact List

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into as of July 1, 2023 (“Effective Date”), by and between Kinnect, a nonprofit corporation organized under the laws of the State of Ohio (“Kinnect”), and Fairfield County Job and Family Services, a governmental entity organized under the laws of Ohio (“County PCSA”). Kinnect and County PCSA are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Kinnect accomplishes its mission by creating relationships, taking a collaborative approach and coordinating efforts with the many public and private agencies working to achieve permanency outcomes for youth in foster care. We believe that childhood is a fundamental human right and that every day for a child in foster care is a day in crisis. We envision a world where families, agencies, resources – and children – work together so that every child is loved and nurtured in a permanent chosen family. Our goal is to develop partnerships that transform beliefs, values, and actions to achieve permanency for all children in the shortest time possible.

B. In furtherance of the Parties’ respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Kinnect to Family program (the “Program”) in the County PCSA, which will work to secure kinship caregiver and support for children who are at risk to or who enter out-of-home foster care without an identified kinship caregiver. Specifically, the Parties will work together to implement the Program in partnership with the Ohio Department of Jobs and Family Services (“ODJFS”), representative Public Children Service Agencies (“PCSAs”), and any other relevant partner agencies.

NOW, THEREFORE, the Parties agree as follows:

1. Collaboration. During the Term (as defined herein) of this Agreement, the Parties shall work together to design and implement the Program.

2. Oversight and Evaluation.

2.1 Collaboration Oversight. The Parties shall meet regularly throughout the Term of the Agreement to provide their expertise and input into the collaboration, including the development, implementation and evaluation of the Program.

2.2 Operations. In consultation with Kinnect, County PCSA shall be responsible for managing the day-to-day operations of the Program. Kinnect shall be responsible for regional and statewide coordination of program specific training, meetings, technical assistance, and consultation.

2.3 Evaluation and Data. The Parties shall regularly evaluate the Program for compliance and progress towards anticipated measurable outcomes as set forth in the Program’s ODJFS Grant Deliverables provided by ODJFS. County PCSA will provide and otherwise facilitate reasonable access to data with the evaluation of the Program.

3. County PCSA Responsibilities. To participate in the Program, the County PCSA agrees to meet the Program's implementation requirements, roles and responsibilities as set forth in the Program's Values, Goals, and Site Commitments attached hereto as **Exhibit A**.

3.1 Leadership and Support. In addition to ongoing local management of the Program, provided by the lead identified by the County PCSA and noted on **Exhibit B** attached hereto, and PCSA leadership shall work with Kinnect to support, implement and evaluate the Program.

3.2 Implementation. County PCSA is responsible for implementing the Program by working directly with the children and families involved with child welfare. The County PCSA responsibilities include, but are not limited to, (a) providing referrals of children within twenty-four (24) hours of identifying eligibility to the Kinnect to Family Specialist, (b) providing access to records for the Family Specialist and Coach identified on **Exhibit B**; (c) providing access and accommodations to the Family Specialist within an existing agency unit/department; (e) collecting required data for Kinnect and evaluation team; (f) providing timely and complete Program reports; (g) identifying key staff responsible for ensuring success of the Program; and (h) ensuring fidelity to the Program model by having all relevant PCSA staff, juvenile/family court, and other relevant partners trained on the Program model.

3.3 Shared Learning Opportunities. As appropriate, County PCSA may invite Kinnect and the Program Steering Committee to participate in joint learning sessions, trainings, and other meetings held or sponsored by County PCSA to inform strategies that support the implementation of the Program.

3.4 Fiscal Responsibility. Subject to the terms and conditions of this Agreement, the County PCSA shall be solely responsible for all costs and expenses associated with sustaining the Program. County PCSA acknowledges that any misuse of federal funds or miscalculation of non-federal funds is solely the responsibility of the County PCSA; the County PCSA shall be solely responsible for all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse.

3.5 Data Sharing and Evaluation. The County PCSA will work with Kinnect to continuously evaluate the Program, assess the level of readiness of each county to implement the Program, identify how the interventions were implemented in each county and the degree to which benchmarks were met over the course of the intervention period in order to assess where the Program increased the number of children placed with kin, achieved stability, and shortened average length-of-stay for children in the County PCSA's custody. Kinnect will provide assistance to County PCSAs to build its capacity to collect, analyze and report Program data. County PCSAs agree to administer any tools developed by the evaluators and/or Kinnect for evaluation purposes.

3.6 Decision Making Responsibility. The County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations and endorsements it makes. Kinnect and its contractors make recommendations only and do not promise or guarantee any specific result. Kinnect shall not have any liability, monetary or otherwise, to County PCSA, local Program partners, or any other person or entity for any actions or results that occur related to recommendations to County PCSA by Kinnect or its sub-grantees.

4. Kinnect Responsibilities.

4.1 Staffing. In addition to ongoing consultation, fiscal management and collaborative support for the Program provided by lead(s) identified by Kinnect and listed on Exhibit B, Kinnect's Program Manager, shall work with County PCSA to support, implement and evaluate the Program.

4.2 Funding. Subject to the terms and conditions of this Agreement, the County PCSA shall be solely responsible for all costs and expenses associated with sustaining the Program. Technical Assistance.

4.3 Technical Assistance Kinnect shall provide or procure technical assistance for the County PCSA to support the Program. Kinnect may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with County PCSA. Kinnect will ensure PCSAs are able to access training and technical assistance on an as needed or required basis.

5. Use of Funds.

5.1 Compliance with Agreement. Kinnect to Family Sustainability Funds ("Program Funds") shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Program Funds may not be expended for any other purpose without Kinnect's prior written approval, which may be withheld in Kinnect's sole discretion.

5.2 Compliance with Law. Program Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code. County PCSA shall not engage in any activity in furtherance of the Program that jeopardizes Kinnect's tax status as a private nonprofit corporation. No Program Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; (c) to make grants to individuals on a non-objective basis; or (d) for any other purpose outside the scope of this Agreement.

5.3 No Earmarked Funds. County PCSA acknowledges that Kinnect has not earmarked the Program Funds for any organization or individual other than the County PCSA and other PCSAs in neighboring counties. County PCSA is solely responsible for the selection of any other organization to whom its respective portion of the Program Funds shall be disbursed, and that County PCSA is solely responsible for the reporting and accounting of any and all Program Funds disbursed to any other organization in accordance with the terms of this Agreement.

5.4 Use of Funds. During the Term of this Agreement, the County PCSA shall use the Program Funds as set forth in this Agreement. The County PCSA agrees to adhere to the Financial Policies and Procedures and ensure that the Program Funds are used only for allowable expenses. The County PCSA understands by accepting the Program Funds, Kinnect will not be deemed liable for any false claims, inaccurate reporting, or lack of reporting.

5.5 Eligibility of Funds. Kinnect agrees to the special conditions associated with the requirements set forth by the ODJFS. The County PCSA is deemed a sub-grantee of the Program

Funds and thus agree to meet the general program provisions prepared by the ODJFS Grant Deliverables.

5.6 Return of Funds. The Program Funds are allocated on a reimbursement basis, and therefore, the County PCSA will not be responsible for returning any unspent funds. It is the expectation of Kinnect that the County PCSA will plan and use the portion budgeted over the Term of this Agreement.

6. Records, Review and Audit. County PCSA shall identify Program Funds on its books for ease of reference and verification. County PCSA shall keep organized books and records of all receipts, timesheets, and expenditures and otherwise account in detail and its activities conducted pursuant to this Agreement, including copies of all reports submitted to Kinnect. County PCSA shall keep said books and records, as well as copies of reports submitted to Kinnect, for at least six (6) years following completion of the Term of the Agreement. Upon written request and reasonable notice by Kinnect, County PCSA will permit Kinnect and its agents or representatives to visit such County PCSA's premises, or submit to Kinnect's offices the requested materials, to review the County PCSA's activities hereunder and conduct, at Kinnect's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of Program Funds.

7. Lobbying Prohibition. In addition to the restrictions regarding the use of Program Funds, no project, initiative, event or other work product created in connection with this Agreement, and no discussion or communication regarding the same, may (a) address itself to the merits of any specific legislation or legislative proposal, or (b) directly encourage recipients to take action with respect to any legislation.

8. Term and Termination.

8.1 Term. This Agreement shall commence upon the Effective Date and shall continue until June 30, 2025 (the "Term"), unless sooner terminated under Section 8.2 of this Agreement or modified/amended pursuant to a written agreement of the Parties as specified in Section 15 of this Agreement.

8.2 Termination. Notwithstanding the Term, either Party may terminate its participation in the Program and this Agreement at any time during the Term by giving at least forty-five (45) days advanced written notice to the other Party (the "Termination Notice"). The termination shall be effective on the forty-sixth (46th) day following receipt of Termination Notice. Immediately upon receiving a Termination Notice from either Party, the Parties shall use their best efforts to prevent further costs or expenses from being incurred under this Agreement and shall cancel as many outstanding obligations as possible.

9. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth or families relevant to the delivery of services to facilitate the Program, including, but not limited to, names, addresses, physical and mental health data, family history and like information (collectively, “Confidential Information”). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations.

10. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with, any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.

11. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief in any Program activity.

12. Intellectual Property

12.1 Previously or Independently Created Works. The Parties acknowledge that to the extent either Party has created written or otherwise documented work product prior to this Agreement (collectively, “Works”) and contributes Works for use in the Program that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (collectively, “IP Rights”), that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Party to use those Works solely for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

12.2 Program Materials. In furtherance of the Program, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (collectively, “Program Materials”). The Parties shall jointly hold IP Rights to Program Materials. Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

13. Communication Standards. Neither Party shall publish or disseminate the Program Materials without the consent of the other Party in established media sources such as newspapers, television shows, or magazines. A Party desiring to publish or otherwise disseminate the Program Materials (in each case, the “Publishing Party”) shall first obtain the approval of the other Party (the “Approving Party”) prior to such publication or dissemination. The Publishing Party shall provide a copy the desired publication or dissemination to the Approving Party together with the details of the desired publication or dissemination, including, without limitation, the nature of the publication and the intended audience. The Approving Party shall have five (5) business days to notify the Publishing Party that it does not consent to the publication and dissemination of the Program Materials. If no such notice is received, the Approving Party shall be deemed to have approved the publication and dissemination of the Program Materials. Approval is not required for disseminating program information in regular organizational materials, such as newsletters, information fairs about program and model offerings, or websites.

13.1 Disclaimer. As requested by Kinect, County PCSA shall include a disclaimer in a form substantially similar to the following:

“The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of Kinect.”

13.2 Use of Kinect to Family Logo. County PCSA shall include the Kinect to Family logo in its written materials, publications, and productions. The County PCSA does not need to request permission from Kinect to use the Kinect to Family logo on such materials as long as the content relates to the Program.

14. Insurance. Each Party warrants that it carries the following insurance: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party’s property to be used in support of the Program. Upon request, each Party shall provide the other with certificates of insurance.

15. General.

15.1 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Ohio without reference to its conflicts of law principles.

15.2 Dispute Resolution. In the event of a breach of this Agreement or a dispute between the Parties that arises from or relates to this Agreement, the Parties shall first attempt to reach a resolution between them. If the Parties are unable to resolve the dispute between them, the dispute shall be referred to a mutually agreeable arbitrator or arbitration service within twenty (20) days of a written request for arbitration submitted by either Party, unless mutually extended by the Parties. Should the Parties be unable to agree upon an arbitrator, arbitration shall be referred through the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding as to the issue presented. In lieu of proceeding directly to arbitration, upon the mutual consent of the Parties, the Parties may refer the matter to non-binding mediation through a mutually

selected mediator. The Parties will bear their own attorneys' fees and expenses, but any costs payable to the AAA (or arbitrators) or a mediator shall be split equally between the parties. Nothing in this provision shall prohibit, or operate as a limit on, the right of either Party to terminate this Agreement as specified in Sections 8.1 and 8.2 of this Agreement.

15.3 Separate Entities. By entering into this Agreement, the Parties do not intend to create a Joint-Employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors.

15.4 Notices. All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given and deemed effective when any notice required or permitted to be given hereunder shall be in writing and shall be given by the party or its counsel and deemed received (i) when hand-delivered; (ii) one business day after pick-up for overnight delivery by an overnight courier; or (iii) two (2) business days after pick-up by Express Mail (U.S. Postal Service); in each case, addressed to the party to be notified at the address as follows:

If to Kinnect: Shannon Deinhart, Executive Director
Kinnect
1427 E. 36th Street, Suite 4203F
Cleveland, Ohio 44114
Employer ID Number: 20-2727509

With a copy to: Teresa Metcalf Beasley
McDonald Hopkins LLC
600 Superior Avenue E., Suite 2100
Cleveland, Ohio 44114

If to County PCSA: Sarah Fortner
Deputy Director of Protective Services
Fairfield County Job and Family Services
239 W Main Street
Lancaster, OH 43130

With a copy to: [_____]
 [_____]
 [_____]

or such other place as Kinnect or County PCSA may from time to time designate in writing to the other.

15.5 Subcontracting. The County PCSA shall not delegate the performance of its obligations under this Agreement to any other person or entity without prior written approval from Kinnect.

15.6 Assignment. Neither Party shall assign this Agreement or its interest therein without the other Party's prior written consent. Any purported assignment in violation of this Section 16.6 shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

15.7 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

15.8 Entire Agreement/Modification. This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

15.9 No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

15.10 Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

15.11 Severability. If any term, provision, clause or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

15.12 Survival. The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

15.13 Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

(Signatures on following page.)


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. The undersigned represent by their signatures that they have full authority to execute this Agreement on behalf of the Parties.

COUNTY PCSA:

Corey Clark, JFS Director
Fairfield County Job and Family Services
239 W Main Street
Lancaster, OH 43130
Employer ID Number: _____

(DATE)

KINNECT:

DocuSigned by:

F0315B19C4AE4AE...
Shannon Deinhart, Executive Director
Kinnect
1427 E. 36th Street, Suite 4203F
Cleveland, OH 44114
Employer ID Number: 20-2727509

June 2, 2023

(DATE)

Exhibit A

Kinnect to Family Program Values, Goals & Site Commitments

Program Values & Goals

The importance of program values can hardly be overemphasized. Strongly held beliefs influence not only implementation practices but also the approach to and nature of engagement with families. Major tenants of program core values include:

All children have family, and we can find them if we try

Children deserve to be with their family.

Relatives have the right to know family members exist.

Every child has family members that are able and willing to care for them.

All family have value, regardless of their ability to serve as the primary caregiver of a child

Every family is unique.

Active family participation is essential for good outcomes.

All families are entitled to respect from the child welfare system.

Everyone has something to contribute.

All children deserve to remain connected to their culture, their community, and their family

Only the family members are experts on the family.

Every family has its own culture, personalities, family dynamics, and history.

Children have a right to maintain kinship and cultural connections.

The main goals of the Kinnect to Family program are to:

- Increase caregiving by kin;
- Increase stability for young people, both in the home of their family of origin as well as through kinship caregiving;
- Increase the number of connections to relatives and kin for young people and their families;
- Prevent or reduce young people's stay in stranger foster care;
- Strengthen the natural support network for families;
- Maintain sibling connections.

Site Commitments

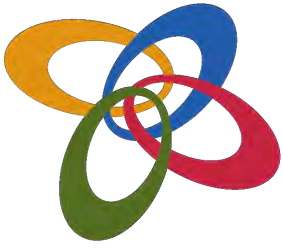
1. **Commitment to Best Practice Supports:** Leadership and implementation team members within the Provider must participate in the ongoing Learning Community to explore successes and challenges with implementation and practice. Additionally, Specialists will commit to participation in formal coaching for ongoing professional growth and support.
2. **Model Fidelity:** Kinnect to Family achieves clear results due to the clarity of the Family Specialist role, the low family service load, and the specialized skills needed to perform the work. It is critical to the success of the program that Provider Sites agree to follow the model to the highest fidelity. Fidelity measures will be shared and evaluated annually through a file monitoring review process.
3. **Enrollment Management:** A core value of the Kinnect to Family program is increasing access to services for families. To achieve this, implementing Sites must commit to ensuring Specialists maintain a consistent full capacity for families served. Kinnect supports Partner Sites to develop and refine referral and intake procedures to ensure that eligible families are identified and enrolled in the program whenever possible.
4. **Memorandum of Understanding (MOU) w/ Juvenile Court:** For implementation of Kinnect to Family to be successful at the site level, it is imperative that the Juvenile Court Judge have an understanding of the model and sign an MOU, which will outline the practice approach, and values that drive this work.
5. **Data Sharing & Evaluation Plan:** The Family Specialist will need access to Accurint, SACWIS, and any other data collection tools utilized by the Site to serve families. The evaluation team for the implementation of Kinnect to Family will need data regarding current (and past) length-of-stay, number of youth placed with kin, placement stability rate, placement costs, time to permanency, and other aggregate data for evaluation of the program outcomes. Kinnect also has an agreement with the State of Ohio to access county SACWIS information with permission of each county served.
6. **Reinvestment Strategy:** Evaluation of Kinnect to Family implementation has demonstrated an average cost savings of \$8,929 per child served. To meet the rising placement numbers and costs, a reinvestment strategy will be established by the beginning of year two, which will allocate a percentage of money saved by the Site into a fund to pay the salary of the Family Specialist in year three (and beyond).
7. **Access and Accommodations:** The Family Specialist will be a traditional employee within the Site, and should be provided all resources, access, and accommodations that are typically offered to all employees. Participation in team meetings and access to technology resources such as agency-issued computers, monitors, and other devices necessary to complete their work are essential to the success of the role.
8. **Salary and Benefit Agreement:** The Family Specialist should be compensated at a rate consistent with the existing pay scales for qualifications and experience within the Site

organization. Sites have the option to hire or fill the position as full time employees. Recognizing the significant variance in salary and benefits from site to site, the leadership team is committed to meeting the needs of each site in a transparent and equitable manner. Kinnect will make every effort fiscally to reimburse Sites for the full cost of the salary and benefits during the grant-funded portion of the partnership.

9. **Role Clarity though Site Contacts:** Sites must identify positions and/or individuals in their agency to assist with implementation and sustainability. Sites must have an internally identified supervisor for their Family Specialist. Sites must also identify contacts in their agency to manage implementation work including Human Resources, Technology, and leadership needs.

Exhibit B
Contact List

Family Specialist	Supervisor	Coach	PCSA Leadership/ Coordinator	Regional Director
Rachel Weygandt Alexis Howard Morgan Furness	Casie Burke	Shelbe Brown	Cara Finney	Malinda Hamm



A Contract regarding Kinnect MOU between Job and Family Services and

Approved on 6/20/2023 9:41:03 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 6/20/2023 4:14:34 PM by Corey Clark, Director of Fairfield County
Job & Family Services

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 the Ohio Revised Code, by selecting one of the boxes below.

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

Signed this _____ day of _____, 20_____.

Name and Title  Fiscal Officer

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

Prosecutor's Approval Page

Resolution No.

An Administrative Approval of a Memorandum of Understanding between Kinnect and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division

(Fairfield County Job and Family Services)

Approved as to form on 6/23/2023 9:08:13 AM by Amy Brown-Thompson,



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

Resolution No. 2023-06.27.t

An Administrative Approval of a Memorandum of Understanding between Kinnect and Fairfield County Job & Family Services, Fairfield County Child Protective Services Division

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and NECCO, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with NECCO, Inc., 415 Glensprings Dr. 201, Cincinnati, OH 45246 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 April 1st, 2023 through March 31st, 2024; 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 NECCO, Inc.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor

Ohio Department of Job and Family Services

**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

NECCO, Inc., hereinafter "Provider", whose address is:

NECCO, Inc.
415 Glensprings Dr 201
Cincinnati, OH 45246

Collectively the "Parties".

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ARTICLE XXIX.	PROPERTY OF AGENCY
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ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) 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 1 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 **04/01/2023** through **03/31/2024**, 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, shall occur 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 ([ODJFS 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 [OAC 5101:2-42-67](#) 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 [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), 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 [OAC 5101:2-42-65](#) 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 [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) 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 72 hours 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 [OAC 5101:2-42-66.1](#) 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 rules 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 [OAC 5101:2-42-65](#) 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 [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) 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, fax number, 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 Statewide Automated Child Welfare Information System (SACWIS) 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.
- H. 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 3 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 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 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 Job and Family Services (ODJFS), 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 Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) 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 shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), 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, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

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 [ORC 5103.0323](#).
- 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 [OAC 5101:2-47-26.2](#) to ODJFS. 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 [OAC 5101:2-47-26.2](#). 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 [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 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. [OAC 5101:2-47-11](#): "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. [OAC 5101:2-47-26.1](#): "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. JFS 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 will be incorporated into 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
NECCO, Inc.
415 Glensprings Dr 201
Cincinnati, OH 45246

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 [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- 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 [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) 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 [ORC 4511.81](#).
 - 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 [4511.19](#) (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 [OAC 5101:2-7-02](#) 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 [OAC 5101:2-5-09](#) 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 [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) 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 [ORC Chapters 3119, 3121, 3123](#), and [3125](#).

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 [ORC 5719.042](#). 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 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.

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 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 for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

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 \$250.00 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 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 custody unless the 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)652-7889 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, 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)-652-7889 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.

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.

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-of-network 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).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: NECCO, Inc.

Print Name & Title	Signature	Date
Bonnie L Logan, Contracts and Licensing Specialist		06/09/2023

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

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: NECCO, Inc. / 12429353

Run Date: 06/09/2023

Contract Period: 04/01/2023 - 03/31/2024

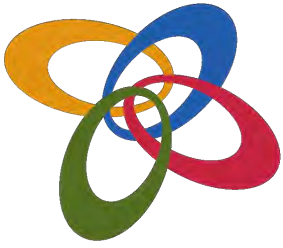
Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Traditional Foster Care (30246)-FFH	4973663			\$38.68	\$19.50	\$8.24	\$0.26				\$1.08	\$67.76	04/01/2023	03/31/2024
Treatment Foster Care Level 1 (30247)-EN	4973665			\$54.76	\$27.06	\$11.46	\$0.37				\$1.53	\$95.18	04/01/2023	03/31/2024
Treatment Foster Care Level 2/3 (30248)-EN	4975665			\$55.38	\$26.43	\$10.66	\$0.38				\$1.55	\$94.40	04/01/2023	03/31/2024
Treatment Foster Care Level 2/3 (30248)-EN	4975665			\$175.00	\$50.00							\$225.00	04/01/2023	03/31/2024
Treatment Foster Care Special Needs (30249)-EN	4975666			\$75.00	\$38.00							\$113.00	04/01/2023	03/31/2024

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: NECCO, Inc. / 12429353

Run Date: 06/09/2023
 Contract Period: 04/01/2023 - 03/31/2024

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
Treatment Foster Care Special Needs (30249)-SN	4973664			\$76.38	\$31.38	\$11.37	\$0.52				\$2.14	\$121.79	04/01/2023	03/31/2024



A Contract regarding NECCO FOSTER CARE between Job and Family Services and

Approved on 6/14/2023 7:45:38 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 6/14/2023 12:18:09 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



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e.g. 1606N020Q02

"NECCO, Inc." *x*

Federal Organizations

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Status

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☒ Active

06/27/2023

419

☐ Inactive

Reset 

Sort by

Showing 1 - 2 of 2 results

Date Modified/Updated

Fire Alarm System and Egress Upgrade

Notice ID: GS-01-P-17-BW-C-0013

Please be advised Solicitation number has changed from GS-01-P-17-...

Awardee
NECCO Inc.

Department/Ind.Agency
GENERAL SERVICES ADMINISTRATION

Subtier
PUBLIC BUILDINGS SERVICE

Office
R1 ADMIN SUPPORT CENTER-BOS

Contract Opportunities

Notice Type
Original Award Notice

Updated Date
Sep 8, 2017

Published Date
Sep 8, 2017

Indoor Firing Range Decommissioning

Notice ID: GS-01-P-17-BW-C-0003

...

Awardee
NECCO, Inc

Department/Ind.Agency
GENERAL SERVICES ADMINISTRATION

Subtier
PUBLIC BUILDINGS SERVICE

Office 06/27/2023

R1 ADMIN SUPPORT CENTER-BOS

Contract Opportunities

Notice Type

Original Award Notice

Updated Date

Jun 12, 2017

Published Date

Jun 12, 2017

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Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **NECCO, INC**
Date: **5/16/2023 3:25:27 PM**

This search produced the following list of **2** possible matches:

Name/Organization	Address
Bauknecht, Russell	P.O. Box 191
Mt. Calvary Penecostal Church	1812 Oak Hill Avenue

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

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

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

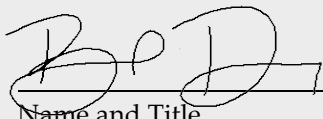
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or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

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

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.***

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23004586 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

B
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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

V
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R

NECCO, LLC
NECCO
1404 RACE STREET
CINCINNATI, OH 45202

S
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P
T
O

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		4966	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
05/17/2023	13358		JOB & FAMILY SERVICES
NOTES			

NEWORK FOSTER HOME

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	NEWORK FOSTER HOME	1.0	EACH	\$20.00	\$20.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$20.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 05/17/2023

06/27/2023

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$20.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$20.00

425

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 NECCO, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 6/22/2023 12:05:42 PM by Steven Darnell,

Resolution No. 2023-06.27.u

A resolution authorizing the approval of a service agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and NECCO, 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.

A resolution regarding a Purchase Service Contract between
TeenWorks and Job & Family Services

WHEREAS, Fairfield County Job & Family Services (FCJFS) is requesting the Board of Commissioners approval of a purchase of service contract with Fairfield County TeenWorks 2590 Kull Road Lancaster, Ohio 43130, and

WHEREAS, the purpose of the purchase of service contract is to provide a Summer Youth Employment Program to TANF eligible participants, and

WHEREAS, this agreement shall be effective May 15th, 2023 through September 30th, 2023, 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 agreement with Fairfield County TeenWorks and Fairfield County Job & Family Services.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Officer

**Purchase of Service Contract
Fairfield County Job & Family Services
and
Fairfield County TeenWorks**

This contract is made and entered into this 15th day of May 2023, by and between Fairfield County Job and Family Services (FCJFS) and Fairfield County TeenWorks, 4465 Coonpath Road NW, Carroll, OH 43112.

- 1) **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and provider agrees to furnish to FCJFS those specific services detailed in this contract with Fairfield County TeenWorks. The vendor will provide TANF Summer Youth Employment to FCJFS as specified within this purchase of service contract.
- 2) **Purpose of Contract:** The purpose of this contract is to implement a TANF Summer Youth Employment Program, representing TANF eligible participants from the age of 14-18. FCJFS agrees to purchase, and provider agrees to furnish all appropriate payroll services, to cover participants under workers' compensation and liability insurances, and to coordinate reporting activities with FCJFS as needed for the TANF Summer Youth Program.
- 3) **Contract Period:** This contract shall be effective from May 15th, 2023 through September 30, 2023. The contract services shall not exceed \$70,901.00.
- 4) **Reporting Requirements:** The vendor will be responsible for monthly reporting of information about participants, including individual data such as program begin date, program end date, age, employer, type of employment, reason for leaving, salary, average hours per week; and specialized skills gained. Also, a pre- and post-employment competencies inventory will be required for all participating youth.
- 5) **Certificate of Completion:** Fairfield County TeenWorks is required to issue to the participating youth who completed the summer youth program a Certificate of Completion. Youth who left the program before completion will not be eligible for a certificate. The design of the certificate will be left up to Fairfield County TeenWorks. The certificate shall contain, at a minimum, the following items:
 - The name of the program (TANF Summer Youth Employment Program);
 - The name of the youth;
 - The dates of participation; and
 - The name of the employer.

- Upon the completion of the program, Fairfield County TeenWorks will provide a copy of each certificate to FCJFS.
- 6) **Participant Work Permits:** Fairfield County TeenWorks must ensure they will be responsible for obtaining work permits for all participants as identified by the Ohio Minor Labor Law and will provide FCJFS a copy of such document for each participant.
- 7) **Allowable Costs:** Allowable costs under this program include:
- Payments to employers for wages (at no higher than \$13.00 per hour) and fringe benefits;
 - Payments to third parties to operate the program;
 - Recruitment and development of employers for the program;
 - Other ancillary services which are offered by the employer to the summer youth employment participants, including:
 - Work related items such as uniforms, tools, licenses or certifications;
 - Case management activities related to the program; and
 - Job coaches and mentors.
 - Worker compensation expenses;
 - FICA;
 - Direct supervision and training costs; and
 - Transportation costs to and from the work site.
- 8) **Invoicing:** Fairfield County TeenWorks shall submit a complete and accurate invoice to FCJFS for services provided. FCJFS will review all invoices for accuracy before making payment. Fairfield County TeenWorks will provide sufficient detail to demonstrate amounts paid to the TANF Summer Youth participants. FCJFS will remit payment within 30 days of receiving a complete and accurate invoice from Fairfield County TeenWorks.
- 9) **Confidentiality:** The provider agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. Provider agrees that the use or disclosure of information concerning FCJFS customers for any purpose is prohibited.
- 10) **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.
- 11) **Child Support Enforcement:** Provider agrees to cooperate with the FCJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of the provider and/or subcontractor(s) met child support obligations established under state law. Further, by

executing this contract, provider certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.

- 12) **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS, or the provider, Fairfield County TeenWorks, upon thirty (30) days written notice given by either party to the other may terminate this contract.
- 13) **Conflict of Interest:** Provider 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 provider shall make written disclosure of any and all financial transactions of the provider in which a member of the board or his/her immediate family is involved. Provider agrees to the requirements of rule as applicable in the Ohio Administrative Code.
- 14) **Evaluation and Monitoring:** FCJFS, with cooperation of the provider will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
- 15) **Violation or Breach of Contract Terms:** The provider shall not be relieved of liability to FCJFS for damages sustained by FCJFS by virtue of any breach of the contract by the provider. FCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by FCJFS by virtue of any breach of the contract by the provider. FCJFS may withhold any compensation from the provider until the amount of damages due FCJFS from the provider is agreed upon or otherwise terminated.
- 16) **Civil Rights:** The provider agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the vendor will comply with all appropriate federal and state laws regarding such discrimination.
- 17) **Compliance Requirements:** The provider shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. They include but are not limited to the following, when applicable:

- a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15.
- b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689.
- c) Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.
- d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
- e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations 29 CFR Part 5.
- f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

18) **Drug Free Workplace:** The parties hereto agree to comply with all applicable federal and state laws regarding drug-free workplace. The parties further agree that they will make good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal or abuse alcohol or prescription drugs in any way.

19) **Pro-Children Act:** In the event that the Provider activities call for services to minor, the Provider shall comply with the Pro-children Act of 1994: Public Law 1-3-277, Part C environment Tobacco Smoke which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision or health care services, day care, library services and education to children under the age of 18.

20) **Indemnity:** The provider will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract.

21) **Retention of Records:** Fairfield County TeenWorks shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this

agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by Fairfield County TeenWorks for so long as any of the above entities has the right to audit the books and records of FCJFS which, in all events should be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, Fairfield County TeenWorks shall retain such records until the conclusion of the audit and resolution of all related issues.



**Fairfield County Job & Family Services
and
Fairfield County TeenWorks**

Corey B. Clark, Director
Fairfield County Job and Family Services

Date

Krista Humphries, Deputy Director CCMEP
Fairfield County Job and Family Services

Date

Angela Harris *5/25/23*

Angela Harris, Executive Director
Fairfield County TeenWorks

Date

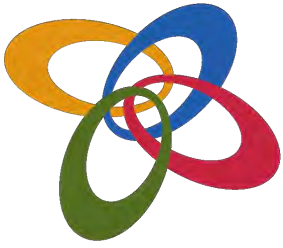
Fairfield County Assistant Prosecuting Attorney
approved as to form

Date

Approved by resolution by the Fairfield County Board of Commissioners

JFS Mission Statement- *To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.*

Fairfield County TeenWorks TANF 2023-2024



**A Contract regarding TANF Summer Youth between Job and Family Services
and**


Approved on 6/16/2023 7:24:23 AM by Krista Humphries, Community Services
Deputy Director

Krista Humphries
Community Services Deputy Director

Approved on 6/20/2023 4:16:53 PM by Corey Clark, Director of Fairfield County
Job & Family Services


Corey Clark, Director
Fairfield County Job & Family Services

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teenworks ×

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☐ Inactive

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06/27/2023

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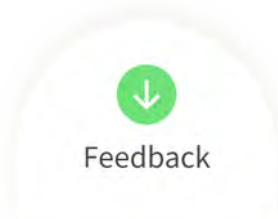
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Auditor of State - Unresolved Findings for Recovery Certified Search

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(800) 282-0370

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

Contractor's Information:

Name: ,
Organization: **Teenworks**
Date: **6/7/2023 2:48:13 PM**

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

Name/Organization	Address
Harrison County Democratic Executive Committee	80900 Slab Camp Road

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

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

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

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

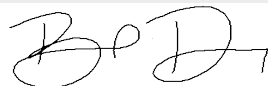
ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.

Name and Title



Fiscal Officer

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

Cost Analysis

Cost shall not exceed \$150,000.00 for the 2023 TANF Summer Youth Program.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23004975 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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FAIRFIELD COUNTY TEEN WORKS
4465 COONPATH RD
CARROLL, OH 43112

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
740-891-9793				5397	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
06/08/2023	9813	06/07/2023			JOB & FAMILY SERVICES
NOTES					

TANF SUMMER YOUTH

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

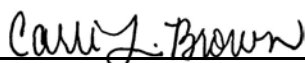
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	TANF SUMMER YOUTH	1.0	EACH	\$70,901.00	\$70,901.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$70,901.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 06/08/2023

06/27/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$70,901.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$70,901.00

441

Prosecutor's Approval Page

Resolution No.

A resolution regarding a Purchase Service Contract between TeenWorks and Job & Family Services

(Fairfield County Job and Family Services)

Approved as to form on 6/22/2023 10:00:58 AM by Steven Darnell,

Resolution No. 2023-06.27.v

A resolution regarding a purchase service contract between TeenWorks and Job & 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.

A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Creative Coach Company

WHEREAS, Fairfield County Job & Family Services, Community Services is requesting the Board of Commissioners approval of a purchase of service contract with Creative Coach Company, 2141 Commerce Street, Lancaster, Ohio 43130; and

WHEREAS, the purpose of the purchase of service contract is to provide demand responsive transportation services; and

WHEREAS, this agreement shall be effective July 1, 2023 through June 30, 2024; 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 purchase of service contract with Creative Coach Company and Fairfield County Job & Family Services, Community Services.

Prepared by: Sarah Darnell
cc: JFS / Budget Manager

**Purchase of Service Contract
Fairfield County Job & Family Services
and
Creative Coach Company**

This contract is made and entered into this 1st day of July 2023, by and between Fairfield County Job and Family Services (FCJFS) and Creative Coach Company, 2141 Commerce Street, Lancaster, Ohio 43130 ("contractor").

- 1) **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and contractor agrees to furnish to FCJFS those specific services detailed in this contract with Creative Coach Company.
- 2) **Purpose of Contract:** The purpose of this contract is to provide demand responsive transportation services to customers of Fairfield County Job and Family Services. The contractor will supply transportation services to FCJFS as specified within this purchase of service contract.
- 3) **Contract Period:** This contract shall be effective from July 1, 2023 through June 30, 2024. The contract services shall not exceed \$721,000.00.
- 4) **Cost of Services to be Provided:**

Service within the City of Lancaster

(Both origin and destination are located within the city limits of Lancaster, OH)

- \$20.18 base charge for each (curb-to-curb or door-to-door) one-way trip. Each additional scheduled or unscheduled stop will be considered a new trip. A wait time of 10 minutes will be allowed at each additional stop.
- Return trips subject to above rates, as well.
- \$15.22 per ½ hour (or fraction thereof) of waiting time beyond the 10 minutes of allowed wait time.
- Service on as available at the above rates Monday – Sunday, 24/7, excluding national holidays.
- Service on national holidays is available at 200% of the above rates. (Holidays are defined as: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.)

Service to other points

(Either the origin, destination or both the origin and destination are outside the city limits of Lancaster, OH)

- \$34.04 base charge for each (curb-to-curb or door-to-door) one-way trip and \$5.25 per loaded mile. Each additional scheduled or unscheduled stop will be considered a new trip. A wait time of 10 minutes will be allowed at each additional stop.
- Return trips subject to above rates, as well.
- \$15.22 per ½ hour (or fraction thereof) of waiting time beyond the 10 minutes of allowed wait time.
- Service on as available at the above rates Monday – Sunday, 24/7, excluding national holidays.
- Service on national holidays is available at 200% of the above rates. (Holidays are defined as: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.)

5) Roles and Responsibilities:

Fairfield County Job and Family Services will assist the transportation contractor in the following manner:

- a) FCJFS will provide a list of personnel who are approved to authorize customer rides.
- b) FCJFS will schedule rides by 12:00 p.m. on the day before the ride is needed. FCJFS staff will provide the following information: date of ride, time of customer's scheduled appointment, approximate time of return trip, customer name, exact location of pick-up and destination, if a wheelchair accessible vehicle is required, if door-to-door service is required, if a child safety seat is required, if a personal care attendant will accompany the customer, and number of riders.
- c) FCJFS will contact Creative Coach Company, as soon as possible, when a customer notifies FCJFS to cancel their ride.
- d) FCJFS will not reimburse Creative Coach Company for those situations in which a customer is not actually transported, even if the customer is a no-show, cancels late, or cancels at the point of pick-up.
- e) FCJFS will encourage customers to cancel in advance.
- f) Any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. Creative Coach will note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.
- g) FCJFS realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report Creative Coach sends.

Creative Coach Company will provide the following:

- a) Creative Coach Company will provide an e-mail to FCJFS within 2 hours of receiving the request to either confirm or deny the requested trip.
- b) If a request is denied, a valid reason must be stated in the e-mail. Low mileage or non-economical trips do not constitute a valid reason for denial. Denial of trips because of low reimbursement will be a violation of the contract.
- c) Creative Coach Company will contact the customer prior to the scheduled appointment to confirm the trip and pick-up time. The contractor will allow 10 minutes for the customer to enter the vehicle.
- d) Creative Coach Company will notify FCJFS of a customer's no show or cancellation within 24 hours of the occurrence.
- e) Creative Coach Company will notify FCJFS within 1 business day if the customer was a "no show" or cancelled any portion of the trip.
- f) Creative Coach Company guarantees to transport customers to appointments by the medical provider time. If the customer arrives late to an appointment and cannot be seen, FCJFS will not be billed for the trip.
- g) Creative Coach Company agrees any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. Creative Coach Company will note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.
- h) Creative Coach Company realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report Creative Coach Company sends.
- i) Creative Coach Company will provide a **written copy** of their grievance policy/procedure.
- j) The following behaviors will not be permitted by drivers or passengers while on board any vehicle:
 - o Smoking
 - o Eating or drinking
 - o Consumption of alcoholic beverages
 - o Rude, offensive, abusive language or behavior
 - o Sexual harassment
 - o Carrying concealed weapon

- 6) **Hours of Operation:** Creative Coach Company operating hours is Monday thru Sunday 24/7. The transportation contractor is available on holidays at the applicable fee.
- 7) **Range of Service:** Creative Coach Company will provide transportation services within the following service areas: To/from any location in the United States or the Province of Ontario, Canada.

- 8) **Personal Care Attendants:** If a customer requires a personal care attendant to accompany the individual to the appointment, FCJFS will not be charged additional charges. Creative Coach Company will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger.
- 9) **Sub-Contractors:** Creative Coach Company reserves the right to utilize subcontractors when necessary to fulfill our contract obligation. Usage of a 3rd party is not anticipated at this time and will not be initiated without prior notification to FCJFS.
- 10) **State and FBI Criminal Background Check:** Creative Coach Company will be responsible for completing State and FBI criminal background check, including sex offender registries for any employee who provides direct services to Medicaid recipients and other individuals who may have contact with FCJFS clients. Creative Coach Company will obtain the background checks at their cost, if FCJFS requires background checks. FCJFS will be provided a copy of the results, **prior** to employee providing services, for each employee assigned to this contract. Background checks will be valid for twelve (12) months prior to the effective date of this contract.
- 11) **Transportation of Minors:** Creative Coach Company can provide transportation of unaccompanied minors greater than 12 years of age per the transportation order. All minors will be required to ride in the backseat of the vehicle and wear a safety belt. Minors will only be transported to the destination indicated on the order and must be met by a responsible adult at the drop off location. Wait time will be charged if no adult is present at the drop off location.

Creative Coach Company can provide service to children with an attendant, parent or guardian present. Creative Coach Company can offer car seats and "booster" seats for children larger than 20 lbs. Infant carriers must be provided by the parents. Parents, guardians or attendants are responsible for securing the child into the seat(s). All child safety seats provided by Creative Coach Company will be maintained, cleaned and replaced regularly, per manufacturer guidelines. All drivers will be officially trained on the proper and safe installation of a child safety seat.

- 12) **Service Limitations:** In an effort to increase efficiency and maximize the number of clients served, clients may be inconvenienced up to one (1) hour. Correspondingly, Creative Coach Company will make every effort to provide return transportation at the requested time. Creative Coach Company is equipped to transport passengers with mobility devices, however prior notice of this special need is required.
- 13) **Confidentiality:** Health Insurance Portability & Accessibility Act (HIPPA) Creative Coach Company agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. Contractor agrees that
-

the use or disclosure of information concerning FCJFS customers for any purpose is prohibited.

The contractor and any subcontractor(s) will be required to comply with 42 U.S.C Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of FCJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

- 14) **Equal Employment Opportunity:** Creative Coach Company shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
 - 15) **Child Support Enforcement:** Creative Coach Company agrees to cooperate with the FCJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of the contractor and/or subcontractor(s) met child support obligations established under state law. Further, by executing this contract, contractor certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.
 - 16) **Invoicing:** Creative Coach Company shall submit monthly an accurate and complete invoice to the FCJFS Transportation Department for services provided during the previous month. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices should be submitted in the format as prescribed by the FCJFS Transportation Department.
 - 17) **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS, or the contractor, Creative Coach Company, upon thirty (30) days written notice given by either party to the other may terminate this contract.
 - 18) **Conflict of Interest:** Creative Coach Company 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 contractor. 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.
-

- 19) **Evaluation and Monitoring:** FCJFS, with cooperation of Creative Coach Company will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
- 20) **Violation or Breach of Contract Terms:** Creative Coach Company shall not be relieved of liability to FCJFS for damages sustained by FCJFS by virtue of any breach of the contract by the contractor. FCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by FCJFS by virtue of any breach of the contract by the contractor. FCJFS may withhold any compensation from the contractor until the amount of damages due from the contractor is agreed upon or otherwise terminated.
- 21) **Civil Rights:** Creative Coach Company agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the contractor will comply with all appropriate federal and state laws regarding such discrimination.
- 22) **Compliance Requirements:** Creative Coach Company shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. The requirements include but are not limited to the following, when applicable:
- a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40CFR Part 15.
 - b) Debarment and Suspension: Requiring compliance with Executive Orders 12549 and 12689.
 - c) Lobbying: requiring compliance for Byrd Anti-Lobbying provisions of 31 USC 1352.
 - d) Byrd Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
 - e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR part 5.
 - f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
 - g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

23) **Indemnity:** Creative Coach Company will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract.

24) **Insurance:** Creative Coach Company shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to FCJFS prior to commencement of services provided by the contractor.

Creative Coach Company agrees to obtain and maintain at their expense, at all times throughout the term of this contract liability insurance with an insurance company licensed in the State of Ohio. The contractor shall furnish to FCJFS upon execution of this contract, a Certificate of Insurance. The contractor shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the amount of \$1,000,000.00. Cancellation of insurance will constitute a default and shall cause immediate termination of the contract by FCJFS.

25) **Retention of Records:** Creative Coach Company shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by Creative Coach Company for so long as any of the above entities have the right to audit the books and records of FCJFS which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, Creative Coach Company shall retain such records until the conclusion of the audit and resolution of all related issues.

26) **Contact Information:**

Scheduling: Rebecca Vaughn
Phone Number: 740.653.4600
Fax Number: 740.653.4606
e-mail Address: funbus@funbus.com

Billing: Rebecca Vaughn, President
2141 Commerce Street,
Lancaster, Ohio 43130

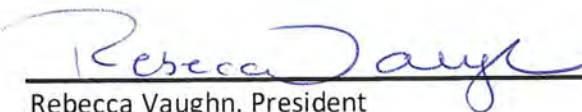
IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.

Corey B. Clark - Electronically signed
FCJFS Director

Date

Krista Humphries - Electronically signed
Deputy Director of Community Services

Date


Rebecca Vaughn, President
Creative Coach Company

5/9/23

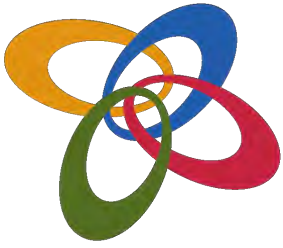
Date

Assistant Prosecuting Attorney
Fairfield County – Electronically approved as to form

Date

Approved by Resolution of the Fairfield County Board of Commissioners

JFS Mission Statement- *To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.*



A Contract regarding Creative Coach between Job and Family Services and

Approved on 6/16/2023 7:25:05 AM by Krista Humphries, Community Services
Deputy Director

Krista Humphries
Community Services Deputy Director

Approved on 6/20/2023 4:18:11 PM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

An official website of the United States government
[Here's how you know](#)



You have 2 new alerts

Show / Hide Alerts





Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words *i*

☒ All Words *i*

☐ Exact Phrase *i*


e.g. 1606N020Q02

"Creative Coach" ×

Federal Organizations

Enter Code or Name

▼



Status

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☒ Active

06/27/2023

454

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfn%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfn%5BsimpleSearch...

1/3

☐ Inactive

Reset 

Sort by

Date Modified/Updated

Showing 1 - 1 of 1 results

Supplemental staffing to support Navy Children Youth Programs child development and youth recreational programs

Notice ID: HDQMWR-19-I-0008

...

Contract Opportunities

Current Response Date
April 25, 2019 at 06:30 PM EDT

Notice Type
Original Special Notice

Updated Date
Apr 10, 2019

Published Date
Apr 10, 2019

Results per page

< 1 of 1 >

25



Feedback

Our Website

Our Partners

Policies
Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Creative Coach**
Date: **3/17/2023 2:38:17 PM**

This search produced the following list of **3** possible matches:

Name/Organization	Address
Creswell, William	7415 Co. Rd. 30
McCready, Sandra	1820 Robert Lane
Screaven, Kenneth	1119 Angiers Drive

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.

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ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
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1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
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 3. ☐ Obtained 3 quotes for purchases under \$50,000
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

Sarah Darnell

Budget Manager

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

COST ANALYSIS:

The contract for transportation services is necessary as the demand for these services exceeds the capability of agency staffing and agency vehicle fleet inventory. Contract was obtained via a Request For Proposal thus allowing the agency the ability to make decisions based on current market costs and trends. Historically, the annual costs for this service, all contracts combined, is less than \$1,700,000.

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000630 - 04**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

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CREATIVE COACH CO
FUN BUS
2141 COMMERCE ST
LANCASTER, OH 43130

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
740-653-4600				745	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	5387	01/01/2023			JOB & FAMILY SERVICES
NOTES					

TANF CCMEP

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

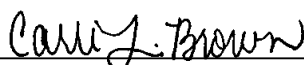
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: TANF CCMEP	1.0	EACH	\$84,000.00	\$84,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$84,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

06/27/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$84,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$84,000.00

460

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Creative Coach Company

(Fairfield County Job and Family Services)

Approved as to form on 6/22/2023 4:58:07 PM by Steven Darnell,

Resolution No. 2023-06.27.w

A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Creative Coach Company

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Center for disAbilities and Cerebral Palsy, Inc.

WHEREAS, Fairfield County Job & Family Services, Community Services is requesting the Board of Commissioners approval of a purchase of service contract with Fairfield Center for disAbilities and Cerebral Palsy, Inc., 681 East Sixth Avenue, Lancaster, Ohio 43130; and

WHEREAS, the purpose of the purchase of service contract is to provide demand responsive transportation services; and

WHEREAS, this agreement shall be effective July 1, 2023 through June 30, 2024; 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 purchase of service contract with Fairfield Center for disAbilities and Cerebral Palsy, Inc. and Fairfield County Job & Family Services, Community Services.

Prepared by: Sarah Darnell
cc: JFS / Budget Manager

**Purchase of Service Contract
Fairfield County Job & Family Services
and
Fairfield Center for disAbilities & Cerebral Palsy**

This contract is made and entered into this 1st day of July 2023, by and between Fairfield County Job and Family Services (FCJFS) and Fairfield Center for disAbilities & Cerebral Palsy (FCdCP), 681 East Sixth Avenue, Lancaster, Ohio 43130.

- 1) **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and FCdCP agrees to furnish to FCJFS those specific services detailed in this contract with FCdCP.
- 2) **Purpose of Contract:** The purpose of this contract is to provide demand responsive transportation services to customers of Fairfield County Job and Family Services. FCdCP will supply transportation services to FCJFS as specified within this purchase of service contract.
- 3) **Contract Period:** This contract shall be effective from July 1, 2023 through June 30, 2024. The contract services shall not exceed \$770,000.
- 4) **Cost of Services to be Provided:**
 - Fee per "rider rate"**
 - \$21.00 per person, one way, per trip (*within City of Lancaster*)
 - \$28.00 per person, one way, per trip (*within Fairfield County outside City of Lancaster*)
 - \$36.00 per person, one way, per trip (*outside of Fairfield County*)
 - Fee per "loaded rate", per mile once outside Lancaster City Limits**
 - \$4.50 per mile
 - Fee for "wait time"**
 - \$25.00 hour *outside City of Lancaster only*

Definitions:

- **Loaded Mile** – Passenger is on van outside the City of Lancaster, Ohio corporation limits
- **Round Trip** – Pickup individual at one location and take to destination location, wait and take back to original pickup location
- **Single Trip** – Pickup individual at one location and take to destination
- **Wait Time** – From first appointment time until leaving appointment location
- **Personal Care Attendant**- Person that the individual states is giving direct care
- **Wait Time for Pickup** – Driver will wait up to 10 minutes for individual to enter vehicle after vehicle arrival

Type of Service – Door to Door, wheelchair accessible

5) Roles and Responsibilities:

Fairfield County Job and Family Services will assist FCdCP in the following manner:

- a) FCJFS will provide a list of personnel who are approved to authorize customer rides.
- b) FCJFS will schedule rides by 12:00 p.m. on the day before the ride is needed. FCJFS staff will provide the following information: date of ride, time of customer's scheduled appointment, approximate time of return trip, customer name, exact location of pick-up and destination, if a wheelchair accessible vehicle is required, if door-to-door service is required, if a child safety seat is required, if a personal care attendant will accompany the customer, and number of riders.
- c) FCJFS will contact FCdCP, as soon as possible, when a customer notifies FCJFS to cancel their ride.
- d) FCJFS will not reimburse FCdCP for those situations in which a customer is not actually transported, even if the customer is a no-show, cancels late, or cancels at the point of pick-up.
- e) FCJFS will encourage customers to cancel in advance.

FCdCP will provide the following:

- a) FCdCP will provide an e-mail to FCJFS within 2 hours of receiving the request to either confirm or deny the requested trip.
- b) If a request is denied, a valid reason must be stated in the e-mail. Low mileage or non-economical trips do not constitute a valid reason for denial. Denial of trips because of low reimbursement will be a violation of the contract.
- c) FCdCP will contact the customer prior to the scheduled appointment to confirm the trip and pick-up time. The contractor will allow 10 minutes for the customer to enter the vehicle.
- d) FCdCP will notify FCJFS of a customer's no show or cancellation within 24 hours of the occurrence.
- e) FCdCP will notify FCJFS within 1 business day if the customer was a "no show" or cancelled any portion of the trip.
- f) FCdCP guarantees to transport customers to appointments by the medical provider time. If the customer arrives late to an appointment and cannot be seen, FCJFS will not be billed for the trip.
- g) FCdCP will provide a **written copy** of their Customer Service grievance policy/procedure.
- h) The following behaviors will not be permitted by drivers or passengers while on board any vehicle:
 - o Smoking
 - o Eating or drinking
 - o Consumption of alcoholic beverages

- Rude, offensive, abusive language or behavior
 - Sexual harassment
 - Carrying concealed weapon
- 6) **Hours of Operation:** FCdCP operating hours is Monday thru Friday 3:30 AM – 7:00 PM and Saturday-scheduled appointments only and excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. Addendum: Based upon availability of drivers, FCdCP can transport after regular hours, weekends and holidays.
- 7) **Range of Service:** FCdCP will provide transportation services in-County, in-City, in-State, out-of-State.
- 8) **Personal Care Attendants:** If a customer requires a personal care attendant to accompany the individual to the appointment, FCJFS will not be charged additional charges. FCdCP will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger.
- 9) **Sub-Contractors:** FCdCP reserves the right to utilize subcontractors when necessary to fulfill our contract obligation. Usage of a 3rd party is not anticipated at this time and will not be initiated without prior notification to FCJFS.
- 10) **State and FBI Criminal Background Check:** FCdCP will be responsible for completing State and FBI criminal background check, including sex offender registries for any employee who provides direct services to Medicaid recipients and other individuals who may have contact with FCJFS clients. FCdCP will obtain the background checks at their cost, if FCJFS requires background checks. FCJFS will be provided a copy of the results, **prior** to employee providing services, for each employee assigned to this contract. Background checks will be valid for twelve (12) months prior to the effective date of this contract.
- 11) **Transportation of Minors:** FCdCP has no policy regarding minimum age to ride FCdCP; however, the system is not responsible for securing passengers, and only assumes liability while the child is in the vehicle. FCdCP, or subcontractor, is not liable for any passenger once they step off of the vehicle; therefore, it is recommended that any passenger not capable of caring for themselves travel with a companion.
- 12) **Service Limitations:** In an effort to increase efficiency and maximize the number of clients served, clients may be inconvenienced up to one (1) hour. Correspondingly, FCdCP will make every effort to provide return transportation at the requested time. FCdCP is equipped to transport passengers with mobility devices, however prior notice of this special need is required.

- 13) **Confidentiality:** Health Insurance Portability & Accessibility Act (HIPPA) FCdCP agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. FCdCP agrees that the use or disclosure of information concerning FCJFS customers for any purpose is prohibited.

FCdCP and any subcontractor(s) will be required to comply with 42 U.S.C Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPPA) of 1996. Protected Health Information (PHI) is information received by FCdCP from or on behalf of FCJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

- 14) **Equal Employment Opportunity:** FCdCP shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
- 15) **Child Support Enforcement:** FCdCP agrees to cooperate with the FCJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of FCdCP and/or subcontractor(s) met child support obligations established under state law. Further, by executing this contract, FCdCP certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.
- 16) **Invoicing:** FCdCP shall submit monthly an accurate and complete invoice to the FCJFS Transportation Department for services provided during the previous month. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices should be submitted in the format as prescribed by the FCJFS Transportation Department.
- 17) **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS, or FCdCP, upon thirty (30) days written notice given by either party to the other may terminate this contract.
- 18) **Conflict of Interest:** FCdCP 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 FCdCP. FCdCP shall make written disclosure of any and all financial transactions of FCdCP in which a member of the board or his/her immediate family is involved. FCdCP agrees to the requirements of rule as applicable in the Ohio Administrative Code.

- 19) **Evaluation and Monitoring:** FCJFS, with cooperation of FCdCP will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
- 20) **Violation or Breach of Contract Terms:** FCdCP shall not be relieved of liability to FCJFS for damages sustained by FCJFS by virtue of any breach of the contract by FCdCP. FCJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by FCJFS by virtue of any breach of the contract by FCdCP. FCJFS may withhold any compensation from FCdCP until the amount of damages due from FCdCP is agreed upon or otherwise terminated.
- 21) **Civil Rights:** FCdCP agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that FCdCP will comply with all appropriate federal and state laws regarding such discrimination.
- 22) **Compliance Requirements:** FCdCP shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. The requirements include but are not limited to the following, when applicable:
- a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40CFR Part 15.
 - b) Debarment and Suspension: Requiring compliance with Executive Orders 12549 and 12689.
 - c) Lobbying: requiring compliance for Byrd Anti-Lobbying provisions of 31 USC 1352.
 - d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
 - e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR part 5.
 - f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
 - g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).
- 23) **Indemnity:** FCdCP will indemnify and hold harmless Fairfield County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expense incurred through the provision of services under this contract.

- 24) **Insurance:** FCdCP shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to FCJFS prior to commencement of services provided by FCdCP.

FCdCP agrees to obtain and maintain at their expense, at all times throughout the term of this contract liability insurance with an insurance company licensed in the State of Ohio. FCdCP shall furnish to FCJFS upon execution of this contract, a Certificate of Insurance. FCdCP shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the amount of \$1,000,000.00. Cancellation of insurance will constitute a default and shall cause immediate termination of the contract by FCJFS.

- 25) **Retention of Records:** FCdCP shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by FCdCP for so long as any of the above entities have the right to audit the books and records of FCJFS which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, FCdCP shall retain such records until the conclusion of the audit and resolution of all related issues.

26) **Contact Information:**

Scheduling: Mitch Gorsuch
Phone Number: 740.653.6046 (direct)
740.503.4281 (cell)
e-mail Address: fcdcp@sbcglobal.net

Billing: Transportation Coordinator
681 East Sixth Avenue
Lancaster, Ohio 43130

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.

Corey B. Clark, FCJFS Director
Fairfield County Job & Family Services

Date

Krista Humphries, Director of Community Services
Fairfield County Job & Family Services

Date



3/17/23

Joshua Stevens, Executive Director
Fairfield Center for disAbilities and Cerebral Palsy, Inc.

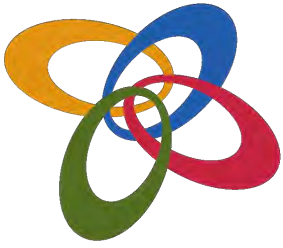
Date

Assistant Prosecuting Attorney
Fairfield County – Electronically “approved as to form”

Date

Approved by Resolution of the Fairfield County Board of Commissioners

JFS Mission Statement- *To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.*



A Contract regarding Center for disAbilities between Job and Family Services and

Approved on 6/16/2023 7:25:33 AM by Krista Humphries, Community Services Deputy Director

Krista Humphries
Community Services Deputy Director

Approved on 6/20/2023 4:17:27 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

An official website of the United States government
[Here's how you know](#)



You have 2 new alerts

Show / Hide Alerts





Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words *i*

☒ All Words *i*

☐ Exact Phrase *i*


e.g. 1606N020Q02

"Fairfield Center for Disabilities" ×

Federal Organizations

Enter Code or Name

▼



Status

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☒ Active

06/27/2023

473

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfn%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfn%5BsimpleSearch...

1/3

☐ Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)



Our Website
Our Partners
Policies
Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing 474

unauthorized activities are subject to disciplinary
action including criminal prosecution.



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Fairfield Center for Disabilities**
Date: **3/17/2023 2:37:43 PM**

This search produced the following list of **2** possible matches:

Name/Organization	Address
Apostolic Faith Temple	1093 Fountain Lane A
Circle of Faith	

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

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

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

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

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.

Name and Title

Sarah Barnell

Budget Manager

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

COST ANALYSIS:

The contract for transportation services is necessary as the demand for these services exceeds the capability of agency staffing and agency vehicle fleet inventory. Contract was obtained via a Request For Proposal thus allowing the agency the ability to make decisions based on current market costs and trends. Historically, the annual costs for this service, all contracts combined, is less than \$1,700,000.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000371 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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FF CTR FOR DISABILITIES &
CEREBRAL PALSY
681 E SIXTH AVE
LANCASTER, OH 43130

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
					504
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	6640	01/01/2023			JOB & FAMILY SERVICES
NOTES					

2023 - 2024 TRANSPORTATION

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	2023 - 2024 TRANSPORTATION	1.0	EACH	\$770,000.00	\$770,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$770,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

06/27/2023

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$770,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$770,000.00

479

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Center for disAbilities and Cerebral Palsy, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 6/22/2023 4:53:34 PM by Steven Darnell,

Resolution No. 2023-06.27.x

A resolution authorizing the approval of a purchase of service contract by and between Fairfield County Job & Family Services, Community Services and Center for DisAbilities and Cerebral Palsy, 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.

2023-06.27.y

A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Lancaster-Fairfield Public Transit System, LLC.

WHEREAS, Fairfield County Job & Family Services, Community Services is requesting the Board of Commissioners approval of a purchase of service contract with Lancaster-Fairfield Public Transit System, 746 Lawrence Street, Lancaster, Ohio 43130; and

WHEREAS, the purpose of the purchase of service contract is to provide demand responsive transportation services; and

WHEREAS, this agreement shall be effective July 1, 2023 through June 30, 2024; 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 purchase of service contract with Lancaster-Fairfield Public Transit System, LLC and Fairfield County Job & Family Services, Community Services.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Officer

**Purchase of Service Contract
Fairfield County Job & Family Services
and
Lancaster-Fairfield Public Transit System**

This contract is made and entered into this 1st day of July 2023, by and between Fairfield County Job and Family Services (FCJFS) and Lancaster-Fairfield Public Transit (LFPT) 746 Lawrence Street, Lancaster, Ohio 43130.

- 1) **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and vendor agrees to furnish to FCJFS those specific services detailed in this contract with LFPT.
- 2) **Purpose of Contract:** The purpose of this contract is to provide demand responsive transportation services to customers of Fairfield County Job and Family Services. LFPT will supply transportation services to FCJFS as specified within this purchase of service contract.
- 3) **Contract Period:** This contract shall be effective from July 1, 2023 through June 30, 2024. The contract services shall not exceed \$50,000.00.
- 4) **Cost of Services to be Provided:**

LFPT operates under regulations mandated by the Federal Transit Administration and the Ohio Department of Transportation regarding how subsidy grants are utilized. For contract service agreements, LFPT is required to charge the fully allocated cost for any service trip and all trips must either begin or end within the service area. A trip is defined as the time the customer boards a vehicle until the customer exits the vehicle. A ten-minute grace period is allowed before a wait-time is charged. Charges for wait times incur for every 30 minutes and any fraction thereof. The wait-time commences when a customer arrives at a destination point. Each time a customer re-boards a vehicle, it is considered a new trip. All trips must either begin or end in Fairfield County.

 - **Fee per rider within the service area (City of Lancaster & Fairfield County):**
\$14.18 per one-way trip, (per rider) within the service area. There will be no additional charges for persons required to accompany/escort the eligible customer to or from the approved destination.
 - **Fee per loaded rate, per mile, once outside Fairfield County:**
\$14.18 one-way ride, plus \$2.56 per mile.
 - **Fee for wait-time:**
\$9.00 for every 30 minutes following the (ten minute) grace period.

5) **Roles and Responsibilities:**

Fairfield County Job and Family Services will assist the transportation vendor in the following manner:

- a) FCJFS will provide a list of personnel who are approved to authorize customer rides.
- b) FCJFS will send trip requests via e-mail to the LFPT Director at ccarter@ci.lancaster.oh.us and LFPT Scheduler at athimmes@ci.lancaster.oh.us
- c) FCJFS will send trip requests by 12:00 p.m. on the day before the ride is needed. FCJFS staff will provide the following information: date of ride, time of customer's scheduled appointment, approximate time of return trip, customer name, exact location of pick-up and destination, if a wheelchair accessible vehicle is required, if door-to-door service is required, if a child safety seat is required, if a personal care attendant will accompany the customer, and number of riders.
- d) FCJFS will contact LFPT, as soon as possible, when a customer notifies FCJFS to cancel their ride.
- e) FCJFS will not reimburse LFPT for those situations in which a customer is not actually transported, and advance cancelation is completed.
- f) FCJFS will not reimburse LFPT if the customer is a no-show, cancels late, or cancels at the point of pick-up.
- g) FCJFS will encourage customers to cancel in advance.
- h) Any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. LFPT will note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.
- i) FCJFS realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report LFPT sends.

LFPT will provide the following:

- a) LFPT will provide an e-mail to FCJFS within 2 hours of receiving the request to either confirm or deny the requested trip.
- b) If a request is denied, a valid reason must be stated in the e-mail. Low mileage or non-economical trips do not constitute a valid reason for denial. Denial of trips because of low reimbursement will be a violation of the contract.
- c) LFPT will contact the customer prior to the scheduled appointment to confirm the trip and pick-up time. The contractor will allow 10 minutes for the customer to enter the vehicle.
- d) LFPT will notify FCJFS of a customer's no show or cancellation within 24 hours of the occurrence.
- e) LFPT will notify FCJFS within 1 business day if the customer was a "no show" or cancelled any portion of the trip.
- f) The contractor guarantees to transport customers to appointments by the medical provider time. If the customer arrives late to an appointment and cannot be seen, FCJFS will not be billed for the trip.
- g) LFPT agrees any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. LFPT will

- note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.
- h) LFPT realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report LFPT sends.
 - i) LFPT will provide a **written copy** of their Customer Service grievance policy/procedure.
 - j) The following behaviors will not be permitted by drivers or passengers while on board any vehicle:
 - Smoking
 - Eating or drinking
 - Consumption of alcoholic beverages
 - Rude, offensive, abusive language or behavior
 - Sexual harassment
 - Carrying concealed weapon
- 6) **Hours of Operation:** LFPT operating hours is Monday thru Friday 6:00 AM – 6:00 PM and Saturday 7:00 AM – 4:00 PM, with the exception for level three snow emergencies and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.
- 7) **Range of Service:** LFPT will provide transportation services within the Fairfield County service area and up to 100 miles from the City of Lancaster as the schedule permits during regular operating hours.
- 8) **Personal Care Attendants:** If a customer requires a personal care attendant to accompany the individual to the appointment, FCJFS will not be charged additional charges. LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger.
- 9) **Sub-Contractors:** LFPT will not be using a sub-contractor.
- 10) **State and FBI Criminal Background Check:** LFPT will be responsible for completing State and FBI criminal background check, including sex offender registries for any employee who provides direct services to Medicaid recipients and other individuals who may have contact with FCJFS clients. LFPTS will obtain the background checks at their cost, if FCJFS requires background checks. FCJFS will be provided a copy of the results, **prior** to employee providing services, for each employee assigned to this contract. Background checks will be valid for twelve (12) months prior to the effective date of this contract.

Employee Information: LFPT is willing to provide FCJFS any necessary employee information so that FCJFS may conduct background investigations to determine that no LFPT employees represent any potential conflict of interest that may compromise the safety of FCJFS customers.

- 11) **Transportation of Minors:** LFPT has no policy regarding minimum age to ride LFPT; however, the system is not responsible for securing passengers, and only assumes liability while the child is in the vehicle. LFPT, or subcontractor, is not liable for any passenger once they step off the vehicle; therefore, it is recommended that any passenger not capable of caring for themselves travel with a companion.
- 12) **Service Limitations:** To increase efficiency and maximize the number of clients served, clients may be inconvenienced up to one (1) hour. Correspondingly, LFPT will make every effort to provide return transportation at the requested time. LFPT is equipped to transport passengers with mobility devices, however prior notice of this special need is required.
- 13) **Confidentiality:** Health Insurance Portability & Accessibility Act (HIPAA) LFPTS agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. LFPT agrees that the use or disclosure of information concerning FCJFS customers for any purpose is prohibited.

LFPT will be required to comply with 42 U.S.C Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by LFPT from or on behalf of FCJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

- 14) **Equal Employment Opportunity:** LFPT shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
- 15) **Child Support Enforcement:** LFPT agrees to cooperate with the FCJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of LFPTS meet child support obligations established under state law. Further, by executing this contract, vendor certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.
- 16) **Invoicing:** LFPT shall submit monthly an accurate and complete invoice to the FCJFS Transportation Department for services provided during the previous month. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices should be submitted in the format as prescribed by the FCJFS Transportation Department.
- 17) **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS, or LFPT, upon thirty (30) days written notice given by either party to the other may terminate this contract.

- 18) **Conflict of Interest:** LFPT 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 LFPT. LFPT shall make written disclosure of any and all financial transactions of LFPTS in which a member of the board or his/her immediate family is involved. LFPTS agrees to the requirements of rule as applicable in the Ohio Administrative Code.
- 19) **Evaluation and Monitoring:** FCJFS, with cooperation of LFPT will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
- 20) **Violation or Breach of Contract Terms:** Both parties reserve the right to legal, administrative, and contractual remedies for damages sustained by virtue of any breach of the contract. FCJFS may withhold any compensation and Contractor may withhold services until the amount of damages due is agreed upon or otherwise terminated.
- 21) **Civil Rights:** LFPT agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.
- 22) **Compliance Requirements:** LFPT shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. The requirements include but are not limited to the following, when applicable:
- a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40CFR Part 15.
 - b) Debarment and Suspension: Requiring compliance with Executive Orders 12549 and 12689.
 - c) Lobbying: requiring compliance for Byrd Anti-Lobbying provisions of 31 USC 1352.
 - d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
 - e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR part 5.
 - f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
 - g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

- 23) **Indemnity:** Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
- 24) **Insurance:** LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to FCJFS prior to commencement of services provided by the vendor. LFPTS agrees to obtain and maintain at their expense, always throughout the term of this contract liability insurance with an insurance company licensed in the State of Ohio. The vendor shall furnish to FCJFS upon execution of this contract, a Certificate of Insurance. The vendor shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the amount of \$1,000,000.00. Cancellation of insurance will constitute a default and shall cause immediate termination of the contract by FCJFS.
- 25) **Retention of Records:** LFPT shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by LFPT for so long as any of the above entities have the right to audit the books and records of FCJFS which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, LFPT shall retain such records until the conclusion of the audit and resolution of all related issues.
- 26) **Contact Information:**

Scheduling: Amber Thimmes
Phone Number: 740.681.5086 EX:2204
e-mail Address: athimmes@ci.lancaster.oh.us

Administration: Chasilyn Carter, Director
Phone Number: 740.687.6858
e-mail Address: ccarter@ci.lancaster.oh.us

Billing: Courtney Martin, Administrative Assistant
Phone Number: 740.681.5086 EX:2206
Email: cmartin@ci.lancaster.oh.us
746 Lawrence Street

Lancaster, Ohio 43130

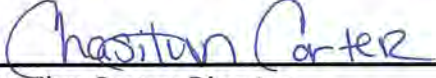
IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.

Corey Clark – Electronically approved
FCJFS Director

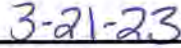
Date

Krista Humphries – Electronically approved
Deputy Director of Community Services

Date



Chasilyn Carter, Director
Lancaster-Fairfield Public Transit System



Date

City of Lancaster Law Director & City Prosecutor's Office
Approved as to form

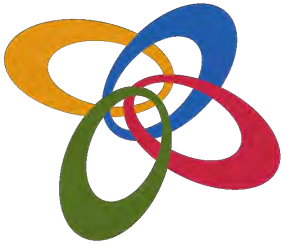
Date

Assistant Prosecuting Attorney
Fairfield County – Electronically approved as to form

Date

Approved by Resolution of the Fairfield County Administrator

JFS Mission Statement- *To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.*



A Contract regarding Lancaster Fairfield Public Transit between Job and Family Services and

Approved on 6/16/2023 7:25:19 AM by Krista Humphries, Community Services Deputy Director

Krista Humphries
Community Services Deputy Director

Approved on 6/20/2023 4:17:51 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

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[Here's how you know](#)



You have 2 new alerts

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Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

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Filter By

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Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words i

☒ All Words i

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e.g. 1606N020Q02

"Lancaster-Fairfield Public Transit" x

Federal Organizations

Enter Code or Name

▼



Status

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☒ Active

06/27/2023

491

https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfrn%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfrn%5BsimpleSearch...

1/3

☐ Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing 492

unauthorized activities are subject to disciplinary
action including criminal prosecution.



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Lancaster-Fairfield Public Transit**
Date: **3/17/2023 2:36:29 PM**

This search produced the following list of **16** possible matches:

Name/Organization	Address
Blanton, Rachel	10052 State Route 772
Brock-Blanks, Deborah	731 N. Fred Shuttlesworth
Cleveland Academy of Math, Science and Technology	
Dolan, Leslie	8333 Bishopville Road
Flanagan, Richard	62769 Riggs Road
Freeland, Cody	1105 Munroe Falls Ave
Gilliland, Scott	370 Westview
Landon III, Robert	1294 Montego Drive
Lang, Katherine	32 Front Street, Apartment 1
Langley, Carol	1677 Miami Trace Road SE
Langley, Carol	1677 Miami Trace Road SE
Moreland, Nellie	
Ohio Plan Risk Management, Inc.	P.O. Box 2083
Ragland, Rhonda	3941 Valley Brook Dr. S.
Ragland, Rhonda	3941 Valley Brook Drive S.
Village of Rutland	

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

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

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

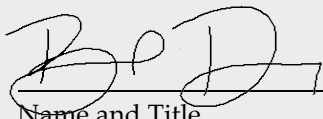
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or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

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

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.***

COST ANALYSIS:

The contract for transportation services is necessary as the demand for these services exceeds the capability of agency staffing and agency vehicle fleet inventory. Contract was obtained via a Request For Proposal thus allowing the agency the ability to make decisions based on current market costs and trends. Historically, the annual costs for this service, all contracts combined, is less than \$1,700,000.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23003423 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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LANCASTER PUBLIC TRANSIT
SYSTEM
746 LAWRENCE ST
LANCASTER, OH 43130

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
740-687-6858	740-681-5020	3694	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS
03/10/2023	5672	03/09/2023	
DEPARTMENT/LOCATION			
JOB & FAMILY SERVICES			
NOTES			

CCMEP TRANSIT

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

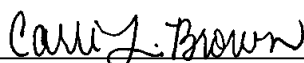
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	CCMEP TRANSIT	1.0	EACH	\$56.72	\$56.72

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$56.72 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 03/10/2023

06/27/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$56.72
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$56.72

497

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a Purchase of Service Contract by and between Fairfield County Job & Family Services, Community Services and Lancaster-Fairfield Public Transit System, LLC.

(Fairfield County Job and Family Services)

Approved as to form on 6/22/2023 5:00:31 PM by Steven Darnell,

Resolution No. 2023-06.27.y

A resolution authorizing the approval of a purchase of service contract by and between Fairfield County Job & Family Services, Community Services and Lancaster-Fairfield Public Transit System, LLC.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund

WHEREAS, the Fairfield County Juvenile Court has collected unanticipated revenue from the Department of Youth Services for FY23 in Fund #2036; and

WHEREAS, appropriate from unappropriated will allow proper accounting in the major expenditure object category; and

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

Section 1. Request that the Fairfield County Commissioners appropriate from Unappropriated into the following categories:

\$26,000.00	17203600 Contractual Services
\$67,380.69	17203600 Personal Services
\$17,619.31	17203600 Fringes

For Auditor's Office Use Only:

Section 1.

17203600-530000-EVB23	\$26,000.00
17203600-511010-REC23	\$67,380.69
17203600-521000-REC23	\$9,070.00
17203600-521100-REC23	\$72.01
17203600-522000-REC23	\$725.20
17203600-523000-REC23	\$7,001.90
17203600-526000-REC23	\$750.20

Section 2. Issue an Amended Certificate in the amount \$111,000.00 to the credit of fund #2036.

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines:

17203600-433450 \$111,000.00

Prepared by: Alisha Mason
Fairfield County Juvenile Court

Resolution No. 2023-06.27.z

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #2036 Department of Youth Services (reclaim) Fund.

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of amendment #2 to the FY23 Grant Agreement with the Ohio Department of Youth Services.
[Juvenile Court]

WHEREAS, Fairfield County Juvenile Court is the recipient of a Subsidy Grant from the Department of Youth Services; and

WHEREAS, an amendment is required for the FY23 Grant Year; and

WHEREAS, Judge Terre L. Vandervoort, Fairfield County Juvenile Court, has approved said amendment and request the approval of the Commissioners.

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

Section 1. That the Juvenile Court Grant Amendment with the Ohio Department of Youth Services for the period of July 1, 2022 to June 30, 2023 is hereby approved.

Prepared by: Alisha Mason
cc: Juvenile Court

Amendment Form / Fiscal Accountability
(To Replace Attachment A Page 1 of the Grant Agreement)

County: <u>FAIRFIELD 6.15.23</u>	Amendment # <u>2</u>
Allocations	
FY 2023 Tentative Base Allocation (YSG/510)	(1A) \$ 220,418.00
FY 2023 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ 639,292.95
FY 2023 Supplemental RECLAIM Allocation	(3A) \$
FY 2023 Targeted RECLAIM Allocation	(4A) \$
FY 2023 Competitive RECLAIM Allocation	(5A) \$ 140,500.00
FY 2023 JDAI Allocation	(6A) \$
FY 2023 Y/E EVB Program Development Allocation	(7A) \$ 124,000.00
FY 2023 Behavioral Health/Juvenile Justice (BHJJ)	(8A) \$
Allocations Subtotal	(A) \$ 1,124,210.95
Tentative Carryover Balance as of 6/30/22 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ 68,283.65
Targeted RECLAIM Carryover	(2B) \$
Competitive RECLAIM Carryover	(3B) \$ 50,255.76
JDAI Carryover	(4B) \$
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B) \$ 38,635.26
Behavioral Health/Juvenile Justice (BHJJ)	(6B) \$
Tentative Carryover Subtotal	(B) \$ 157,174.67
Carryover Limit	(C) \$ 166,505.06
(25% of Total FY 2021 RECLAIM and Youth Services Grant Allocations)	
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$
Targeted RECLAIM Exemption	(2D) \$
Competitive RECLAIM Exemption	(3D) \$ 50,255.76
JDAI Exemption	(4D) \$
Y/E EVB Program Development	(5D) \$ 38,635.26
Behavioral Health/Juvenile Justice (BHJJ)	(6D) \$
Total Exemptions	(D) \$ 88,891.02
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$
Targeted RECLAIM	(2E) \$
Competitive RECLAIM	(3E) \$
JDAI	(4E) \$
Y/E EVB Program Development	(5E) \$
Behavioral Health/Juvenile Justice (BHJJ)	(6E) \$
Withholding Estimate (to be withheld from FY 2023 payments)	(E) \$ -
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ 927,994.60
Targeted RECLAIM	(2F) \$
Competitive RECLAIM	(3F) \$ 190,755.76
JDAI	(4F) \$
Y/E EVB Program Development	(5F) \$ 162,635.26
Behavioral Health/Juvenile Justice (BHJJ)	(6F) \$
Total Available FY 2023 Program Funds	(F) \$ 1,281,385.62
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ 887,612.17
Targeted RECLAIM Estimated Program Costs	(2G) \$
Competitive RECLAIM Estimated Program Costs	(3G) \$ 190,500.00
JDAI Estimated Program Costs	(4G) \$
Y/E EVB Program Development Costs	(5G) \$ 141,500.00
Behavioral Health/Juvenile Justice (BHJJ)	(6G) \$
Total Estimated FY 2023 Expenditures	(G) \$ 1,219,612.17
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ 40,382.43
Targeted RECLAIM Unallocated	(2H) \$
Competitive RECLAIM Unallocated	(3H) \$ 255.76
JDAI Unallocated	(4H) \$
Y/E EVB Program Development Unallocated	(5H) \$ 21,135.26
Behavioral Health/Juvenile Justice (BHJJ)	(6H) \$
Total Unallocated Funds	(H) \$ 61,773.45

* Supplemental Allocation included in RECLAIM amount

ATTACHMENT A
Page 2

County: AIRFIELD 6.15.23

Prepared By: ALISHA MASON

FY: 23

Phone # 740-652-7201

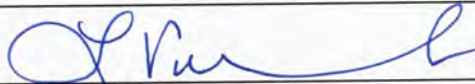
Amendment # 2

Amendment Type:

Funding Category	Activity Purpose	Local Program Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change Hybrid	DIVERSION	\$ 757,074.31		\$ 757,074.31
Subsidy Grant	Support Activity Tracking	MEDIATION	\$ 25,537.86		\$ 25,537.86
Subsidy Grant	Grant Administration	JDAI	\$ 60,000.00		\$ 60,000.00
Subsidy Grant	Skill Knowledge	WORKFORCE DEVELOPMENT	\$ 45,000.00		\$ 45,000.00
Y/E EVB Program Development	Program Development	CAREY GUIDES, BITS, CQI	\$ 30,500.00	\$ 26,000.00	\$ 56,500.00
Y/E EVB Program Development	Behavioral Change Hybrid	RESOURCE CENTER	\$ -	\$ 85,000.00	\$ 85,000.00
Competitive RECLAIM	Behavioral Change	COMMUNITY BASED SCHOOL ATTENDANCE INTERVENTION	\$ 100,000.00		\$ 100,000.00
Competitive RECLAIM	Behavioral Change Hybrid	LAW ENFORCEMENT CYBER SAFETY	\$ 20,500.00		\$ 20,500.00
Competitive RECLAIM	Behavioral Change	COMMUNITY-BASED RESPITE	\$ 50,000.00		\$ 50,000.00
Competitive RECLAIM	Support Activity Tracking	SKILL BUILDING AND ENGAGEMENT CLASS	\$ 20,000.00		\$ 20,000.00
Total Program Costs			\$ 1,108,612.17	\$ 111,000.00	\$ 1,219,612.17

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:
Use of new funds to support the initiative and ongoing development of the Resouce Center and expansion of the Carey Guides, BITS, CQI.

Signatures:


Administrative Judge

10-20-23
Date

President, County Commissioners / County Executive

Date

Staff Positions Budget Form

06/27/2023

Y/E EVB Program
Development

COUNTY: FAIRFIELD 6.16.23

Activity Purpose

FUNDING CATEGORY:

LOCAL PROGRAM / ACTIVITY NAME:

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
OLIVIA REVELS-STROTHER	RESOURCE CENTER SPECIALIST	EXISTING	2080	23.63	\$ 49,150.40
TOTAL STAFF POSITIONS					\$ 49,150.40

Fringe Benefits

Type	*OPERS	\$	6,881.06
Type	*HEALTH INS/EAP	\$	8,980.00
Type	*WORKERS COMP	\$	737.26
Type	*MEDICARE	\$	712.68
Type	*LIFE INS	\$	36.00

TOTAL FRINGE BENEFITS

\$ 17,347.00

TOTAL STAFF and FRINGE BENEFITS

\$ 66,497.40

Budget Narrative - Describe the services that the positions will provide.

THE RESOURCE CENTER STAFF PROVIDE THE SUPERVISION OF YOUTH, TRANSPORTATION TO/FROM RESOURCE CENTER, COORDINATION OF CORE AND EVIDENCE BASED PROGRAM COMPONENTS, QUALITY ASSURANCE TRACKING, AND COMMUNICATION WITH THE COURT, COMMUNITY PARTNERS, AND VENDORS.

Mason, Alisha K

From: Shaeffer, LeAnna
Sent: Tuesday, June 20, 2023 8:08 AM
To: Mason, Alisha K
Subject: Fwd: [E] Carey Guide Training Sessions for FY 2024

Get [Outlook for iOS](#)

From: Perry.Palumbo@dys.ohio.gov <Perry.Palumbo@dys.ohio.gov>
Sent: Wednesday, May 31, 2023 1:43 PM
To: Shaeffer, LeAnna <leanna.shaeffer@fairfieldcountyohio.gov>; Orlando, Michael E <michael.orlando@fairfieldcountyohio.gov>
Subject: [E] Carey Guide Training Sessions for FY 2024

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.

Mike and LeAnna,

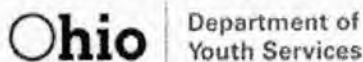
We are planning on providing some additional virtual Carey Guide training sessions during FY 2024 and are hoping that your court will be the host again for these sessions. We are planning on providing three sessions for line staff and one session for supervisors. The amount of funds that we have set aside for these trainings (including some additional funds for any unexpected costs) is \$26,000. These funds would be distributed with the June RECLAIM payment.

If you have any questions, please let me know.

Thanks.

Perry J. Palumbo, Program Development Manager
Bureau of Community Reinvestment

www.dys.ohio.gov



4545 Fisher Road
Columbus, OH 43228
Office: 614.752.2547
Cell: 614.572.9648



Mason, Alisha K

From: Shaeffer, LeAnna
Sent: Tuesday, June 20, 2023 8:07 AM
To: Mason, Alisha K
Subject: Fwd: [E] Additional Grant Funds included in June RECLAIM Payment

Get [Outlook for iOS](#)

From: Perry.Palumbo@dys.ohio.gov <Perry.Palumbo@dys.ohio.gov>
Sent: Thursday, June 1, 2023 8:08 AM
Cc: James.Hearns@dys.ohio.gov <James.Hearns@dys.ohio.gov>
Subject: [E] Additional Grant Funds included in June RECLAIM Payment

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.

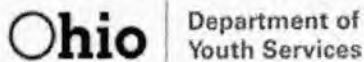
Good morning,

Just wanted to send out a clarification to the courts that will be receiving additional grant funds in the June RECLAIM payment. Make sure to include these payment amounts in your estimated June 30, 2023 carryover estimate and in your court's carryover exemption request. If you have already filed your application and exemption request, you can modify it later. If you have not filed an exemption request, be sure to submit one by the end of today.

If you have any questions, please let me know.

Perry J. Palumbo, Program Development Manager
Bureau of Community Reinvestment

www.dys.ohio.gov



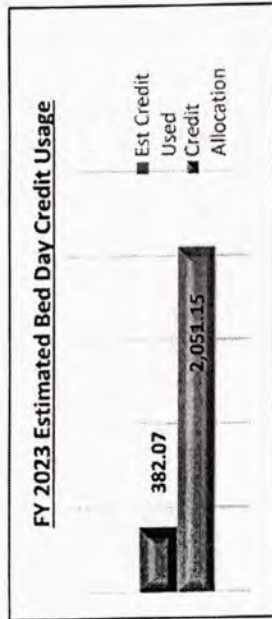
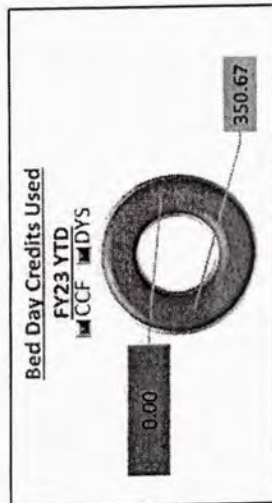
4545 Fisher Road
Columbus, OH 43228
Office: 614.752.2547
Cell: 614.572.9648



Fiscal Year 2023 - DYS SUBSIDY GRANT SUMMARY MAY 2023

06/27/2023

County: Fairfield Admin. Judge: Terre Vandervoort Grant Contact: Patrick Epler



Total Credits Used YTD	350.67
Est. Remaining Credits	1,669.08
Avg # of Chargeable Youth YTD	1.00

DYS and CCF Admissions

DYS Admissions
Community Corrections Facility Admissions

Admissions Fiscal Year to Date		
#	Minority	%
0	0	0%
3	3	100%

Releases Fiscal Year to Date		
#	Minority	%
0	0	0%
4	3	75%

Population as of 5/31/23		
#	Minority	%
0	0	0%
0	0	0%

Allocations

Youth Services Grant (Base) Allocation:
Estimated RECLAIM Ohio (Variable) Allocation:
Estimated RECLAIM Supplemental Allocation:
Estimated Targeted RECLAIM Ohio Allocation:
Estimated Competitive RECLAIM Allocation
Estimated JDAI Allocation
Estimated BHJJ Allocation
Estimated Y/E EVB Program Development Allocation

FY23 Allocations

\$	220,418.00
\$	639,292.95
\$	-
\$	-
\$	140,500.00
\$	-
\$	-
\$	124,000.00
Total	\$ 1,124,210.95

FY23 YTD Payments

\$	220,418.00
\$	639,292.95
\$	-
\$	-
\$	140,500.00
\$	-
\$	-
\$	124,000.00
Total	\$ 1,124,210.95

FY24 EST Allocations

\$	220,418.00
\$	631,489.42
\$	-
\$	-
\$	70,000.00
\$	-
\$	-
\$	-
Total	\$ 921,907.42

Total Carryover	\$ 157,174.67
Estimated Withholdings	\$ -
Available Program Funds:	\$ 1,281,385.62
Total Estimated Program Costs:	\$ 1,108,612.17
Total Uncommitted Funds:	\$ 172,773.45

FY 2023 Programs		
	#	\$
Grant Adm	1	\$ 60,000.00
Program Development	1	\$ 30,500.00
Behavior Change Community	5	\$ 947,574.31
Behavior Change Residential	0	\$ -
Skills/Knowledge	1	\$ 45,000.00
Support Activities Tracking	1	\$ 25,537.86
Support Activities Admissions	0	\$ -
Total	9	\$ 1,108,612.17

NOTE:

PLEASE NOTE THAT DYS CENTRAL OFFICE WILL BE MOVING BACK TO
30 W. SPRING STREET, 5th FLOOR, COLUMBUS OHIO 43215 in JUNE 2023

06/27/2023

RECLAIM OHIO - COUNTY DETAIL REPORT

Fiscal Year: 2023

Posting Month: May

County	Youth ID	Youth Name	Race	Facility	Start Date	End Date	Description	ORC	Bed Days	Credits This Month	Admission Date	Release/PED
Fairfield	CCF Total Youth: 2			CCF Total:								
	XX-1937	Jenkins, SaVonte D	Black	PMCJF	5/1/2023	5/17/2023	Chargeable; Non-PSB	2923.122B - Poss Weap School	17.00	11.33	11/22/2022	5/17/2023
	XX-8913	Waugh, Javion	Black	PMCJF	5/1/2023	5/31/2023	Chargeable; Non-PSB	2923.24 - Possess Crime Tools	31.00	20.67	12/9/2022	5/31/2023
	Combined Total:								48.00	32.00		

Mason, Alisha K

From: Epler, Patrick Stewart
Sent: Tuesday, June 13, 2023 9:34 AM
To: Orlando, Michael E; Shaeffer, LeAnna; Mason, Alisha K; Vandervoort, Terre L; Edgar, Michelle Lynn; Sitzmann, Troy Michael
Subject: FW: [E] May Reclaim, Dashboard, June Remittance
Attachments: Pages from ThreepayRemittanceSheets-22.pdf; Fairfield May Dashboard 2023.pdf; Fairfield May 2023.pdf

Just received this and am forwarding to you all for review for any issues you may see.

Thanks, and have a wonderful day!

Patrick

From: LeAnne.Skeen@dys.ohio.gov <LeAnne.Skeen@dys.ohio.gov>
Sent: Tuesday, June 13, 2023 9:32 AM
To: Epler, Patrick Stewart <patrick.epler@fairfieldcountyohio.gov>
Subject: [E] May Reclaim, Dashboard, June Remittance

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.

Mason, Alisha K

From: Shaeffer, LeAnna
Sent: Tuesday, June 13, 2023 11:46 AM
To: Epler, Patrick Stewart; Orlando, Michael E; Mason, Alisha K; Vandervoort, Terre L; Edgar, Michelle Lynn; Sitzmann, Troy Michael
Subject: RE: [E] May Reclaim, Dashboard, June Remittance

Thank you, Patrick.

Alisha – please note the additional funds are for FY23.

Which means an amendment for FY23 along with an update for FY24 will be necessary. We will go over all of this tomorrow when we meet.

From: Epler, Patrick Stewart <patrick.epler@fairfieldcountyohio.gov>
Sent: Tuesday, June 13, 2023 9:34 AM
To: Orlando, Michael E <michael.orlando@fairfieldcountyohio.gov>; Shaeffer, LeAnna <leanna.shaeffer@fairfieldcountyohio.gov>; Mason, Alisha K <alisha.mason@fairfieldcountyohio.gov>; Vandervoort, Terre L <terre.vandervoort@fairfieldcountyohio.gov>; Edgar, Michelle Lynn <michelle.edgar@fairfieldcountyohio.gov>; Sitzmann, Troy Michael <troy.sitzmann@fairfieldcountyohio.gov>
Subject: FW: [E] May Reclaim, Dashboard, June Remittance

Just received this and am forwarding to you all for review for any issues you may see.

Thanks, and have a wonderful day!

Patrick

From: LeAnne.Skeen@dys.ohio.gov <LeAnne.Skeen@dys.ohio.gov>
Sent: Tuesday, June 13, 2023 9:32 AM
To: Epler, Patrick Stewart <patrick.epler@fairfieldcountyohio.gov>
Subject: [E] May Reclaim, Dashboard, June Remittance

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.

STATE OF OHIO
DEPARTMENT OF YOUTH SERVICES
4545 Fisher Road, Suite D
COLUMBUS, OHIO 43228

STATEMENT OF REMITTANCE
FOR DYS SUBSIDY GRANT

TAX ID: 316400066

FAIRFIELD COUNTY JUVENILE COURT
FELONY DELINQUENT CARE AND CUSTODY FUND
HALL OF JUSTICE
224 EAST MAIN ST., 3RD FLR
LANCASTER, OH 43130

For FY 2023 July 1, 2022

Thru June 30, 2023

401 Payment 1 :	\$354,587.90	510 Payment 1 :	\$220,418.00
401 Payment 2 :	\$278,184.47		
401 Payment 3 :	\$271,020.58		
TOTAL :	\$903,792.95	TOTAL :	\$220,418.00

The information contained in these documents is confidential and is provided only for the purpose of verifying information for billing purposes. DYS' consent to use this information is limited to this purpose. Any other use of this information is subject to prosecution pursuant to chapter 102, Ohio revised code.

COUNTY: FAIRFIELD 6.16.23

Y/E EVB Program Development

CAREY GUIDES, BITS CQI

Total Purchased or Contract Services

513

Resolution No. 2023-06.27.aa

A resolution authorizing the approval of amendment #2 to the FY23 Grant Agreement with the Ohio Department of Youth Services.

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of an advance from the General Fund to Fund 2593 Concealed Handgun License.

WHEREAS, an advance of allocations is necessary in the amount of \$4,000.00 for the purpose of eliminating a negative cash balance; and

WHEREAS, said advance shall be repaid to the General Fund when monies are received.

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:

FROM 1001 090000 General Fund Advance <\$4,000.00>

TO 2593 223001 Concealed Handgun License \$4,000.00

Section 2. Request that the advance be paid back to the General Fund, no later than September 30, 2023.

Prepared by: Elisa Dowdy
cc: Sheriff's Office

Resolution No. 2023-06.27.bb

A resolution authorizing the approval of an advance from the General Fund to Fund 2593 Concealed Handgun License.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

^{2023-06.27.cc}
A resolution authorizing the purchase of a 2022 Chrysler Voyager LX Van

WHEREAS, the Fairfield County Veterans Service Commission has selected a 2022 Chrysler Voyager LX Van to replace the 2017 Dodge Grand Caravan; and

WHEREAS, the funds have been approved and are available within the 2023 Veterans Service Commission budget for this expenditure; and

WHEREAS, WMK, LLC DBA Mobility Works has for sale a 2022, Chrysler Voyager LX Wheelchair Van for \$68,094.50; and

WHEREAS, the Veterans Service Commission is requesting approval for the purchase of the 2022 Chrysler Voyager LX Van to transport Veterans to Various VA Medical Facilities.

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

Section 1. That this Board of Commissioners resolves to and does hereby approve the purchase of a 2022 Chrysler Voyager LX Van for \$68,094.50.

Section 2. That the Clerk of BOCC furnishes the Veterans Service Commission with one signed copy of this Resolution for further processing.

Prepared by: Park Russell, Director/CVSO
Fairfield County Veterans Service Commission

cc: Veterans Service Commission
Board of County Commissioners' Office



Quote

Proposal #:Q288042

WMK, LLC dba MobilityWorks
7233 Industrial Pkwy
Plain City, OH 43064
(614) 873-1580
EIN#: 31-1502439
fax: (614) 504-7755

Price Quote Valid for 14 Days

Jim Zahler Email: james.zahler@mobilityworks.com Phone: (234) 200-1345

Billing Name Fairfield County Board of Commissioners	Buyer Name Fairfield County Board of Commissioners	Stock # STQ-37494
Address 210 East Main Street	Address 210 East Main Street	Quote # Q288042
City, State ZIP Lancaster, OH 43130	City, State ZIP Lancaster, OH 43130	Proposal Date 06/22/2023
County FAIRFIELD	County FAIRFIELD	Accepted date
Telephone 740-652-7921	Telephone 740-652-7921	

New/Used Fleet	Make Chrysler	Model / Trim Voyager LX	Year 2022	Color Bright White	To Be Delivered On Or About 07/21/2023	
Type of Vehicle Mini Van	VIN 2C4RC1CG5NR212290		Mileage 10	Job Reference: Customer P.O.:		
Chassis, Conversion and Additional Equipment (See Page 2 for detail):					\$67,801.00	
Protection Products:					\$0.00	
1 - KIT-NMEDA-WAV NMEDA Certification / Documentation / NHTSA & FMVSS Compliance Verification			\$0.00	MBW Rewards	(\$0.00)	
				Total	\$67,801.00	
				Documentary Fee	\$250.00	
				License Fee	\$18.50	
				Registration Fee	\$25.00	
				Delivery	\$0.00	
				Sales tax	\$0.00	
				Total Cash Delivered Price	\$68,094.50	
				Note 1 Rebate(s)	(\$0.00)	
				GPC	(\$0.00)	
				Third Party Payor(s)	(\$0.00)	
		Cash Down	Check/PO	-	-	
		Payment	Deposit Amount + Cash Down Payment		(\$0.00)	
					Total Credits	(\$0.00)
Trade-In(s)						
Year	Make	Model	Vin	Payoff Amount	Allowance	
ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.				Amount Due Upon Delivery	\$68,094.50	

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

Buyer's Signature Fairfield County Board of Commissioners

Approved By: Jim Zahler

Co-Buyer's Signature

This order is not valid unless signed and accepted by dealer and is only valid for 14 days.

Note 1 OEM Incentives and availability are subject to change and the end user must meet qualifications by OEM to qualify.





Quote

Proposal #:Q288042

WMK, LLC dba MobilityWorks
7233 Industrial Pkwy
Plain City, OH 43064
(614) 873-1580
EIN#: 31-1502439
fax: (614) 504-7755

Price Quote Valid for 14 Days

Jim Zahler Email: james.zahler@mobilityworks.com Phone: (234) 200-1345

Billing Name	Fairfield County Board of Commissioners	Buyer Name	Fairfield County Board of Commissioners	Stock #	STQ-37494
Address	210 East Main Street	Address	210 East Main Street	Quote #	Q288042
City, State ZIP	Lancaster, OH 43130	City, State ZIP	Lancaster, OH 43130	Proposal Date	06/22/2023
County	FAIRFIELD	County	FAIRFIELD		
Telephone	740-652-7921	Telephone	740-652-7921		

New/Used Fleet	Make Chrysler	Model / Trim Voyager LX	Year 2022	Color Bright White	To Be Delivered On Or About 07/21/2023
Type of Vehicle Mini Van	VIN 2C4RC1CG5NR212290		Mileage 10	Job Reference: Customer P.O.:	

Additional Equipment Summary

2022 Chrysler Voyager - VIN# 2C4RC1CG5NR212290		
1	2022 Converted Year Chrysler Voyager Commercial ADA Conversion Side-Entry - E4 Power (OEM) Door, Manual Folding Ramp with Swing-Out Feature, Vinyl Flooring, Step & Roll Front Passenger Seat, Emergency Rear Hatch Release, Manual Wheelchair/Occupant Securement System (1)	
1	KIT- SECUREMENT BELTS-SWAP STANDARD SET FOR QRT MAX RETRACTABLE / LAP AND SHOULDER BELT / BAG - RU ADA KIT SHIPOUT	
1	QST:Q-8101-L QRT Deluxe Retractable Straps (set of 4) for "L Track	
1	Modify ramp to raise wheels of manual chairs to avoid side rails	

Buyer's Signature Fairfield County Board of Commissioners

Approved By: Jim Zahler

Co-Buyer's Signature

This order is not valid unless signed and accepted by dealer and is only valid for 14 days.



FAIRFIELD COUNTY VETERANS SERVICE COMMISSION

3044 COLUMBUS-LANCASTER ROAD, NW

LANCASTER, OH 43130

INVITATION TO BID

for a

MOBILITY VAN for THE FAIRFIELD COUNTY VETERANS SERVICE COMMISSION

Pursuant to ORC 307.86

The FAIRFIELD COUNTY VETERANS SERVICES COMMISSIONER is requesting bids for MOBILITY VAN for THE FAIRFIELD COUNTY VETERANS SERVICE COMMISSION located at 3044 Columbus-Lancaster Road, NW, Lancaster, Ohio. The Work is to be performed in accordance with the plans and specifications included and the Invitation to Bid document. If a suitable offer is made in response to this Invitation to Bid (ITB), the Fairfield County Veterans Service Commission may enter into a contract to have the selected Offeror (the "Contractor") provide the vehicle.

Bids will be publicly opened and read on Wednesday, June 21st, 2023, 3:00 p.m., EDT in the Fairfield County Veterans Service Commission, 3044 Columbus-Lancaster Road, NW, Lancaster, Ohio. Bids shall comply with the standards set forth in the Invitation to Bid (ITB) posted for download on the Fairfield County Veterans Services Commission website at: www.fcvsc.org. Printed copies are also available in Fairfield County Veterans Service Commission, 3044 Columbus-Lancaster Road, NW, Lancaster, Ohio during normal business hours if bidders cannot download the files.

Each bid must be submitted in a sealed envelope, accompanied by the bid bond described in the ITB, and clearly marked on the outside of the envelope "MOBILITY VAN for THE FAIRFIELD COUNTY VETERANS SERVICE COMMISSION". The Fairfield County Veterans Services Commissioners will evaluate all bids submitted to determine the lowest and best bid. The Fairfield County Commissioners reserve the right to reject any and all bids in response to this Invitation to Bid (ITB), and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB. The Fairfield County Board of Commissioners is an Equal Opportunity Employer. Bidders are required to certify equal employment opportunity and drug-free workplace, among other certifications required in the bid documents.

Publication Date: May 15, 2023

FAIRFIELD COUNTY VETERANS SERVICE COMMISSION

3044 Columbus-Lancaster Road, NW

Lancaster, OH 43130

INVITATION TO BID

Pursuant to ORC 307.86

NOTICE TO BIDDERS

Purpose

The Fairfield County Veterans Service Commissioners are requesting sealed bids for the purchase of a mobility van for the Fairfield County Veterans Service Commission 3044 Columbus-Lancaster Road, NW in Lancaster.

Estimated Key Dates

The following are the estimated key dates associated with the ITB process. Bids received after 10:00 a.m. EDT on the Bid Due Date (as defined below) will not be considered.

PUBLICATION DATE: Wednesday, May 17th, 2023

BID DUE DATE: Friday, June 16th, 2023, 10:00 a.m., EDT

BID OPENING DATE: Wednesday, June 21st, 2023, 3:00 p.m., EDT

There are references in this ITB to the Bid Due Date, which shall mean the date, and time that the Offeror's bid response is due at the Fairfield County Veterans Service Commissioners office in Lancaster, Ohio. Sealed Bids received after 10:00 A.M. on the Due Date will not be evaluated. Each bid must be submitted in a sealed envelope and marked on the outside as "Mobility Van for the Fairfield County Veterans Service Commission".

The Fairfield County Veterans Service Commissioners reserve the right to reject any or all bids in response to this ITB, and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB.

Additional Estimated Dates

CONTRACT AWARD NOTIFICATION: Monday, June 26th, 2023

PURCHASE ORDER ISSUED: Wednesday, June 28th, 2023

CONTRACT NOTICE TO PROCEED DATE: TBD

FINAL CONTRACT COMPLETION DATE: TBD

Location for Bid Response Opening

The following is the site for the public opening of Offeror's bid response(s):

Fairfield County Veterans Service Commission

3044 Columbus-Lancaster Road, NW

Lancaster, OH 43130

INTRODUCTION

Fairfield County Veterans Service Commission (hereafter referred to as FCVSC) is required to transport veterans to and from VA medical centers.

FCVSC is issuing this ITB from Providers interested in furnishing **one** new 2022 **Mobility Transportation Van** for Fairfield County Veterans Service Commission. This is a competitive Invitation to Bid (ITB). Bidders should read the entire contents of this ITB since the provisions contained therein may affect your decision to submit a bid.

A public bid opening will be held at 3:00 p.m. on Wednesday, May 17, 2023, at the Fairfield County Veterans Service Commission located at: 3044 Columbus-Lancaster Road, NW, Lancaster, Ohio.

LIMITATIONS

This ITB does not commit FCVSC to award a contract or to pay any cost incurred in the preparation of a bid. FCVSC reserves the right to accept or reject any or all bids received, to negotiate services and costs with bidders, and to cancel in part or in entirety this ITB. All bids submitted will remain the property of FCVSC. The awarding of a contract(s) does not guarantee a specific service level with one or several providers.

TERMS

All prices quoted by the bidders in their proposals must remain unchanged for a period of thirty (30) days after the date of the bid opening. The van must be available for pickup no later than ninety (90) days from the date of contract award notification.

PROPOSAL INSTRUCTIONS

Original bids may be hand delivered to the reception desk at 3044 Columbus-Lancaster Road, NW, Lancaster, Ohio, or received via mail delivery by posted due date and time. No bids or additional information will be accepted after the due date and time. Emailed or faxed bids will not be accepted.

Please submit your bid in a sealed envelope with your name/organization and address, as well as a notation on the back of the envelope **"Mobility Van for the Fairfield County Veterans Service Commission"**.

In order to be considered, all bids must be submitted no later than **10:00 a.m. on Friday, June 16, 2023**, to:

Fairfield County Veterans Service Commission
Attention: Park Russell
3044 Columbus-Lancaster Road, NW
Lancaster, Ohio 43130

BID REQUIREMENTS

Each bidder is required to complete and submit the Bid Proposal Form in this packet:

Exhibit 1: Proposal Form

Exhibit 2: Minimum Specifications

OBLIGATION OF BIDDER

Each bidder must ensure that all employees and applications for employment are not discriminated against because of race, color, religion, sex, non-disqualifying physical or mental handicap, or national origin.

Special attention by the bidders is also directed to the requirements of OSHA. The successful contractor will be required to observe all provisions of the Act, which are by reference included in the specified provisions of these specifications as if reproduced herein and will be responsible for their full enforcement.

COST LIABILITY

Fairfield County Veterans Service Commission will assume no responsibility and no liability for costs incurred by prospective bidders for the purposes of preparing and submitting proposals.

FINDINGS FOR RECOVERY

House Bill 95, the State of Ohio Operating Budget for fiscal years 2004-2005 enacted a new provision of law (O.R.C. 9.24) effective January 1, 2004, that prohibits a state agency or political subdivision from awarding a contract for goods, services, or construction, which is paid in whole or in part with state funds, to a person against whom a finding for recovery is unresolved.

As of the above date, Fairfield County Veterans Service Commission will verify that each individual and/or business that bids on this proposal does not have any unresolved findings for recovery listed on the State of Ohio Auditor's Office Database established for this purpose.

CONTRACT SELECTION CRITERIA

After FCVSC has reviewed all bids and made a selection, all bidders will be notified of their status via mail by June 26, 2023. The ITB packet and the selected provider's bid response, including all attachments, will be incorporated into the contract.

INQUIRIES

All questions must be received in writing, directed to FCVSC, Attention: Park Russell via mail at the address above or email park.russell@fairfieldcountyohio.gov at least one business day prior to the bid due date. FCVSC will respond to all questions by email.

PROTEST PROCEDURE

Any bidder who is not in agreement with the competitive bidding award may file a written protest to FCVSC, Attention: Park Russell, Agency Director, 3044 Columbus-Lancaster Road, NW, Lancaster, Ohio 43130. The protest must be filed within five business days from the date of the notification letter informing bidders of the bid results. The protest shall be in writing and contain the following information:

1. The name, address, and telephone number of the protestor;
2. The name of the ITB being protested;
3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
4. A request for a ruling in writing by FCVSC; and
5. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

FCVSC will review the bid files and make a determination as to the validity of the protest.

Exhibit 1:

Proposal Form

Company Name: _____

Address: _____

Phone Number: _____

Name of contact person: _____

Two Transportation Vans, one meeting the attached Exhibit 2 and one meeting Exhibit 3 **minimum** specifications:

**Fairfield County Veterans Service Commission is a tax exempt agency*

Total Cost, Inclusive of Tax, Title, and any delivery charges:
\$ _____

I, _____ attest this vehicle meets
Name & Title



or exceeds the listed specifications on Exhibit 2 & 3. I further agree that delivery to FCVSC can be expected 30 days from the date of notification of a successful bid.

Exhibit 2:
Specifications
MINIMUM specifications for one (1) new Mobility Transportation Van

Standard Specifications Items	Minimum Requirements	Standard Specifications Items	Minimum Requirements
Manufacturer Make	Chrysler	Intermittent Windshield Wipers	Required
Manufacturer Model	Voyager LX	Rear Window Wiper	Required
Seating Capacity	3	Rear Door Type	Lift-Up
Wheelbase inches	121	Side Door Type	Two power slide doors
Base Curb Weight (lbs.)	4,652	Power Windows & Door Locks	Required
Alternative Fuel (Type)	E85 Flex Fuel	Rear Window Defroster	Required
Engine Type (Cylinder/Liter)	6 / 3.6 L	Cruise Control & Tilt Wheel	Required
Horsepower (Net HP)	197	Air Conditioning	Front & Rear
Manufacturer Standard Warranty	3 yr/36K Mile Minimum	Power Steering	Required
Cooling System	h.d.a.	Seat Covering	Cloth
Drive Axle	Front	Floor Covering	Carpet
Automatic Transmission	Automatic	Floor Mats	Front & Rear
Alternator (amps)	Mfg. Std	Radio	Standard (less SAT)
Battery (CCA)	Mfg. Std	Power Antilock Brakes Front & Rear	Required
Fuel Capacity (Gallons)	20	Restraint System Driver & Passenger	Required
Exterior Rear View Mirror	Dual	Tires	All Season
Dark Tint Windows All Around	Required	Spare Tire	Compact
Front Seat Type	Bucket	Trunk/Cargo Light	Automatic
Dimensions/Ratings			
Head Room (Front/Rear)	39 / 39	Hip Room (Front/Rear)	58 / 64
Passenger Volume (cu. ft)	195	Leg Room (Front/Rear)	40 / 36
Shoulder Room (Front/Rear)	63 / 64		
Additional Equipment Requirements:			
NMEDA Certification/Documentation/ NHTSA & FMVSS Compliance Verification			
Modify Ramp to raise wheels of manual chairs to avoid side rails			
2022 Converted Chrysler Voyager Commercial ADA Conversion Side Entry - E4 Power Door (OEM) Manual Folding Ramp with swing out feature, Vinyl Flooring, Step & Roll Front Passenger Seat, Emergency Rear Hatch Release, Manual Wheelchair/Occupant Securement System			
Deluxe Retractable Straps (Set of 4) for "L" Track			
Securement Belts – Swap standard set for QRT Max Retractable / Lap and Shoulder Belt / Bag RU ADA Kit Ship out			

Date of proposal: _____

Resolution


 Russell, Park D
To  Menningen, Rochelle M




 Reply

 Reply All

 Forward

 You replied to this message on 6/26/2023 8:16 AM.

  img0403mobility quote.pdf
126 KB

I received your call and I have attached the other bid that we did not pick. We did an invitation to bid and received 2 bids in total. The vehicle our board picked was the one I submitted.

Thank you for your time and assistance,

Park

Park Russell, CVSO
Veterans Services Director

 3044 Columbus-
Lancaster Rd., NW
Lancaster, OH 43130

 740-652-7921 (t)
740-689-6203 (f)

 Park.Russell@fairfieldcountyoohio.gov



Resolution No. 2023-06.27.cc

A resolution authorizing the purchase of a 2022 Chrysler Voyager LX Van
(Fairfield County Veterans Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of June 29, 2023.

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

Section 1. That the Fairfield County Board of Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

INVOICES BY DEPARTMENT

06/29/2023 to 06/29/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 1001 - GENERAL FUND								
1580156	06/29/2023	80132	AUNDREA N CORDLE	JUNE 2023	06/01/2023	23000874	C0627	MONTHLY CELL PHONE STIPEND JUNE 2023	60.00
1580157	06/29/2023	82133	JEFF PORTER	JUNE 2023	06/01/2023	23000881	C0627	MONTHLY CELL PHONE STIPEND JUNE 2023	60.00
	Fund: 2591 - HOME PROGRAM INCOME								
5378412	06/29/2023	13487	SPIRES MAINTENANCE	3623	05/17/2023	23003714	C0627	69 Oberle - rehab	51,665.00
	Fund: 2731 - HOME HOUSING IMPROV PROGRAM								
5378412	06/29/2023	13487	SPIRES MAINTENANCE	3623	05/17/2023	23003714	C0627	69 Oberle - rehab	1,000.00
TOTAL: COMMISSIONERS ADMIN									52,785.00

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201	COMM-ECONOMIC DEV								
	Fund: 2717 - EDA REVOLVING LOAN FUND								
5378414	06/29/2023	17660	LAVA WASH LLC	LOAN DISBURSEMENT	05/16/2023	23005225	C0627	RLF LOAN DISBURSEMENT	64,000.00
TOTAL: COMM-ECONOMIC DEV									64,000.00

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1215	HUMAN RESOURCES								
	Fund: 1001 - GENERAL FUND								
1580157	06/29/2023	82133	JEFF PORTER	6/15/23	06/20/2023	23000746	C0627	DEPOSIT FOR ROOSTERS TRUCK COUNTY RECOGNITION 8/1	750.00
TOTAL: HUMAN RESOURCES									750.00

INVOICES BY DEPARTMENT

06/29/2023 to 06/29/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1600	ENGINEER-ADMIN								
	Fund: 2362 - ROAD & BRIDGES (ENGINEER LEVY)								
5378413	06/29/2023	16844	RUSSELL STANDARD CORPORATION	1015115	06/08/2023	23004100	C0627	2023 CRACK SEALING PROJECT	72,099.60
TOTAL: ENGINEER-ADMIN									72,099.60

INVOICES BY DEPARTMENT

06/29/2023 to 06/29/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: \$189,634.60

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-06.27.dd

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.

A resolution to approve the Residential Public Infrastructure Grant ("RPIG") application.

WHEREAS, the Fairfield County Board of Commissioners desires to apply for the RPIG funds on behalf of the Village of Carroll; and

WHEREAS, in order to submit said application, the Board is required to approve the PY 2023 RPIG activities; and

WHEREAS, the proposed activities were advertised and public hearings were held on April 11, 2023 and June 27, 2023 prior to the submission of the application to the Ohio Department of Development;

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

Section 1. That the Board of County Commissioners hereby approves the following PY 2023 RPIG activities on behalf of the Village of Carroll, Fairfield County, Ohio:

Village of Carroll Sewer Replacement Project

Section 2. That the Fairfield County Regional Planning Commission is requested to complete and submit the RPIG PY 2023 application to the Ohio Department of Development.

Section 3. That this Board hereby authorizes its President and/or County Administrator to act with respect to the application.

Prepared by: Holly Mattei
cc: Regional Planning

Resolution No. 2023-06.27.ee

A resolution to approve the PY 2023 Residential Public Infrastructure Grant (RPI G) application.

(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.